

LEASE NO. GS-03P-LPA00472

AAAP GLOBAL Lease
GSA FORM L100, AAAP (October 2018)

This Lease is made and entered into between

Four Penn Center Owner, LLC

(Lessor), whose principal place of business is:

c/o Treeview Real Estate Advisors LP
28 Liberty Street, Suite 3040
New York, NY 10005

and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Four Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103-2852

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

Fifteen (15) Years, Thirteen (13) Years Firm,

subject to termination rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b)(6)

Name: TERESA TSAI

Title: PRESIDENT

Entity Name: FOUR PENN CENTER OWNER LLC

Date: May 22, 2019

FOR THE GOVERNMENT:

(b)(6)

Name: JoAnn Stewart

Title: Lease Contracting Officer (3PRNP)

General Services Administration, Public Buildings Service

Date: 5/24/19

WITNESSED FOR THE LESSOR BY:

(b)(6)

Name: Priyanka Garg

Title: Sr. Vice President

Date: May 22, 2019

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. Office and Related Space: 173,007 rentable square feet (RSF), yielding 149,144 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on full floors 2, 3, 4, 19 & 20 and partial floors 1, 5 & 6 of the Building, as depicted on the floor plans attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 16 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: two (2) parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which two (2) shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. The Government's right to affix telecommunications or similar equipment to the roof or building envelope shall be subject to space availability, code compliance, maximum load capacity, jurisdictional approvals, warranties, and Lessor's consent (not to be unreasonably withheld, conditioned, or delayed). Installation and use of such equipment shall be at the Government's sole cost and expense (including utilities) and subject to shielding requirements and shall not interfere with the Building's systems.

1.03 RENT AND OTHER CONSIDERATION (AAAP VARIATION (OCT 2018))

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1 THROUGH 8	YEARS 9 THROUGH 13	YEARS 14 THROUGH 15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	(b)(4)		
OPERATING COSTS ²			
TENANT IMPROVEMENTS RENT ³			
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴			
PARKING ⁵			
TOTAL ANNUAL RENT	\$4,984,906.85	\$5,729,826.14	\$5,369,184.00

¹Shell rent calculation:

(Years 1 through 8) (b)(4) ABOA SF multiplied by the ABOA SF stated under Paragraph 1.01 (converts to a rate of approximately (b)(4) RSF)

(Years 9 through 15) (b)(4) ABOA SF multiplied by the ABOA SF stated under Paragraph 1.01 (converts to a rate of approximately (b)(4) RSF)

²Operating Costs rent calculation: (b)(4) ABOA SF multiplied by the ABOA SF stated under Paragraph 1.01 (converts to a rate of approximately (b)(4) RSF)

³Tenant Improvements of (b)(4) are amortized as follows: (b)(4) amortized at a rate of (b)(4) percent per annum over 8 years and (b)(4) percent per annum over the term of this lease (13 years).

⁴Building Specific Amortized Capital (BSAC) of (b)(4) are amortized at a rate of (b)(4) percent per annum over 8 years

⁵Parking costs described under sub-paragraph B below

- B. Parking shall be provided at a rate of (b)(4) per parking space per month (surface/outside).
- C. The Lessor has offered free rent to the Government in the amount of (b)(4). This amount represents shell, operating, building specific amortized capital and a portion of tenant improvements. The amount of (b)(4) per month shall be deducted from the rent for the first twelve (12) months of the lease.
- D. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 149,144 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- E. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

- F. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- G. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- H. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.
- I. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in part in increments of 10,000 RSF, at any time effective after the Firm Term of this Lease, by providing not less than one hundred twenty (120) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. The space to be released must be contiguous. The Government shall be responsible for any costs associated with demising any released space from the Government's remaining leased space.

1.05 DOCUMENTS INCORPORATED IN THE (AAP VARIATION (OCT 2018))

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLANS	8	A
PARKING PLAN	1	B
EPA DESIGN SPACE STANDARDS AND REQUIREMENTS	41	C
SECURITY REQUIREMENTS	11	D
GSA FORM 3517B GENERAL CLAUSES	15	E
FOREIGN OWNERSHIP AND FINANCING REPRESENTATION	1	F

1.06 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AAP VARIATION (OCT 2018))

- A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b)(4) per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the first (b)(4) years of this Lease at an annual interest rate of (b)(4) percent. In addition to this allowance, an additional (b)(4) for tenant improvements shall be amortized in the rent over the firm term (13 years) of this Lease at an annual interest rate of (b)(4) percent.
- B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the first eight (8) years of the Lease.
- C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and within the first eight (8) years of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the first eight (8) years of the Lease.
- D. The total estimated construction cost for tenant improvements is (b)(4) inclusive of the tenant improvement and BSAC allowances noted in paragraph 1.03 above. As it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:
 1. Reduce the TI requirements;
 2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
 3. Negotiate an increase in the rent.

1.07 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b)(4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	(b)(4)

1.08 BUILDING SPECIFIC AMORTIZED CAPITAL ((AAP VARIATION (OCT 2018))

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b)(4) per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the first eight (8) years of this Lease at an annual interest rate of (b)(4) percent.

1.09 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT ((AAP VARIATION (OCT 2018))

- A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the first eight (8) years of the Lease.
- B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and within the first eight (8) years of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the first eight (8) years of the Lease.
- C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:
1. Reduce the security countermeasure requirements;
 2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
 3. Negotiate an increase in the rent.

1.10 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)

- A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 33.11 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 173,007 RSF by the total Building space of 522,600 RSF. The tax parcel number is 853056000.
- B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at RET.GSA.GOV.

1.11 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be (b)(4) per RSF.

1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.00 per ABOA SF of Space vacated by the Government.

1.13 HOURLY OVERTIME HVAC RATES (OCT 2016)

- A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"
- \$ 150.00 per hour for each full or partial floor within the Space.
- B. There is no overtime charge during the following weekend hours: Saturday: 8:00 AM through 1:00 PM

1.14 BUILDING IMPROVEMENTS (MAR 2016) - PARAGRAPH INTENTIONALLY DELETED**1.15 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) - PARAGRAPH INTENTIONALLY DELETED****1.16 LESSOR'S DUNS NUMBER (OCT 2017)**

Lessor's Dun & Bradstreet DUNS Number: 116863836.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. INTENTIONALLY DELETED
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be

explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

- A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.
- B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 CHANGE OF OWNERSHIP (OCT 2017)

- A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.
- B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
- C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.
- D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
- E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.
- F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33) and complete all required representations and certifications within SAM.
- G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

2.06 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

- A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.
- B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

- C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.07 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

- A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.
- B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.
- C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.08 OPERATING COSTS ADJUSTMENT (JUN 2012)

- A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.
- B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
- C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

- D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.09

ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

- A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.
- B. Within fifteen (15) days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:
1. A firm commitment of funds in an amount sufficient to perform the work.
 2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
- C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.
- D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:
1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
 2. Issuance of required permits for construction of the TIs.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016) – PARAGRAPH INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2017)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g., Plumbing Fixtures: Water Conservation).
- B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.
- C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:
 - 1. Product cannot be acquired competitively within a reasonable performance schedule.
 - 2. Product cannot be acquired that meets reasonable performance requirements.
 - 3. Product cannot be acquired at a reasonable price.
 - 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)

- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.
- B. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs carpet, carpet backing and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (OCT 2016)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html)
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.
- D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2017)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.
- C. The Building Shell rental rate shall also include, but is not limited to, costs listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, and loan financing costs for the Building.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.
- B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.
- D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.11 VESTIBULES (APR 2011)

- A. Vestibules shall be provided at base building public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

(b)(5)

3.14 FIRE ALARM SYSTEM (SEP 2013)

(b)(5)

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (NOV 2018)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

- a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
- b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
4. If this Lease was awarded to an existing Building that was unable to earn the ENERGY STAR® label for the most recent year (as defined above) during EPA's temporary suspension in the issuance of ENERGY STAR® labels, then the Lessor must earn the ENERGY STAR® label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease), subject to a time extension as described under sub-paragraph A.6 below.
5. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.
6. Notwithstanding the post-award timeframes specified above for achieving the ENERGY STAR® label, the LCO shall grant an additional time extension to the Lessor in instances where the Lessor is unable to obtain an ENERGY STAR® label due to EPA's review and temporary suspension in certification, provided the Lessor has demonstrated, to the satisfaction of the LCO, that such suspension delayed their ability to obtain the ENERGY STAR® label in a timely manner. Such time extension, which shall be the Lessor's sole remedy, shall not exceed the length of time associated with the EPA suspension for the affected property category.

B. Sub-paragraph intentionally deleted

3.16 ELEVATORS (OCT 2016)

- A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm (b)(5)
The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.17 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.18 FLAGPOLE (SEP 2013) – PARAGRAPH INTENTIONALLY DELETED

3.19 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.20 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 CEILINGS (AAAP VARIATION (OCT 2017))

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be predominantly a minimum of 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. ~~At the discretion of the Government, the Government may eliminate space with ceiling heights that are less than 8 feet 0 inches, as measured from the floor to the lowest obstruction.~~ Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. In the event clear ceiling heights of 8'6" cannot be met, Lessor shall notify Government of field conditions and limitations and will coordinate with Government on treatment options during design.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

C. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick

plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.23 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.29 PAINTING – SHELL (OCT 2017)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with a primer that meets or is equivalent to the Green Seal GS-11 standard. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.30 FLOORS AND FLOOR LOAD (APR 2015)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.33 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.34 ELECTRICAL (JUN 2012)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.
- B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.35 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.36 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.37 RESTROOMS (OCT 2016)

- A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

- B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government

in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.39 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.
- F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW3.EPA.GOV/AIRQUALITY/GREENBOOK/INDEX.HTML](https://www3.epa.gov/airquality/greenbook/index.html).
- G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- H. INTENTIONALLY DELETED

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

(b)(5)

3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

(b)(5)

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

- A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.
- B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- C. POWER DENSITY:
Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.
- D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.
- E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.
- F. BUILDING PERIMETER:
 - 1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas

and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.
- G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.
- H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non-use. This non-use time period will normally be from 11:00 pm to 6:00 am.
- I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)

- A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.
- B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.
- C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35
- D. **Testing.** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.45 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)

- A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- D. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- E. **HVAC during Construction:** If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 2. No permanent diffusers are used;
 3. No plenum type return air system is employed;
 4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- F. **Flush-Out Procedure:**
 1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.
3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.46 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.47 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—LEASE (SEP 2014)—~~ PARAGRAPH INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (AAP VARIATION (OCT 2017))

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

- A. Government Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease. Lessor shall ensure that CAD files submitted for preparation of the design reflect field verified measurements of the offered space. The approved DIDs will detail the TIs to be made by the Lessor within the Space. Within ten (10) days of lease award, the Government shall coordinate a pre- Design kickoff meeting to introduce the project teams. At a minimum, the Lessor and their architect shall attend bi-weekly progress meetings during development of the DIDs. Any fees associated with the Lessor's architect attending and participating in these consultations shall be part of the Lessor's shell cost. There shall be two (2) submission of the DIDs: 75% and 100%. The 75% DIDs shall be submitted to the Lessor not later than 120 Working Days from Government's receipt of field verified measurements of the offered space. The 100% DIDs shall be submitted not later than 30 working days following the Lessor's review of the 75% submission. At the sole discretion of the Government and no more than once during the DID preparation process, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within ten (10) Working Days of the Government's request.
- B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). The Government shall provide the following:
1. Cover Sheet;
 2. Construction (Partition) Plan;
 3. Power/Communication (Electrical) Plan;
 4. Furniture Plan;
 5. Finish Plan;
 6. Equipment Matrix and information which will allow the calculation of electrical and HVAC loads;
 7. Reflected Ceiling Plan;
 8. Interior Elevations;
 9. Partition Type/ Section Plan; and
 10. Door/Hardware Schedule
- C. Sub paragraph intentionally deleted.
- D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. There shall be three (3) submissions of CDs: 50%, 75% and 100%. The 50% CDs shall be submitted not later than twenty (20) Working Days following the approval of DIDs. The 75% submission shall be provided not later than fifteen (15) working days following Government's 50% comments. The 100% submissions shall be provided not later than fifteen (15) working days following Government's 75% comments. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within fifteen (15) Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies). As part of the TI, the Lessor's architect is responsible for preparing two sets of drawings: one set for the tenant improvements only and one set for the shell construction.
- E. Government review of CDs: The Government shall have fifteen (15) Working Days to review each of the 50%, 75% and 100% CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.
- F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within thirty (30) Working Days following the end of the Government CD review period.
- G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within thirty (30) Working Days following the end of the Government CD review period.
- H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within ten (10) Working Days following the submission of the TI and BSAC price proposals, provided that both the TI and BSAC price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

- I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **one hundred eighty (180) Working Days** following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

- A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.
- B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.
- C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.
- D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall complete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.
- E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.
- F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs. Where an agency requirement is more stringent than a shell requirement as noted in Section 3 of this Lease, the difference between the shell cost and the cost to meet the agency's requirement shall be considered a tenant improvement cost, consistent with paragraph 7.4 of this Lease.
- G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.
- H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2017)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.

- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the Green Procurement Compilation list of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
 - 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 - 2. A description of how commissioning requirements will be met and confirmed.
- J. INTENTIONALLY DELETED
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within ten (10) Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within five (5) Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of ten (10) Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any non-tenanted space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors and existing tenants on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been

issued as set forth below, and the Building Improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (JUN 2012)

Not later than thirty (30) days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is *.DWG.* Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 SEISMIC RETROFIT (SEP 2013) - PARAGRAPH INTENTIONALLY DELETED

4.14 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

- A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:
 - 1. Legal fees
 - 2. Travel costs
 - 3. Insurance
 - 4. Home office overhead and other indirect costs
 - 5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
 - 6. Municipal, county, or state fees (not related to sales tax)
 - 7. TI proposal preparation costs
 - 8. Lessor's labor costs related to the management of the TI build-out.
- B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:
 - 1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
 - 2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
 - 3. Conduct and document design and construction project meetings;
 - 4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
 - 5. Maintain Request for Information (RFI), submittal, and change order logs; and
 - 6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. SUB-PARAGRAPH INTENTIONALLY DELETED

5.04 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.09 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.10 PAINTING – TI (OCT 2017)

- A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.
- B. The Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria.
- C. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.11 FLOOR COVERINGS AND PERIMETERS (OCT 2017)

- A. Carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
 - B. SUB-PARAGRAPH INTENTIONALLY DELETED
 - C. Any alternate flooring shall be pre-approved by the Government.
 - D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED
 - 1. Product sustainability and environmental requirements. Floor covering and perimeter products must meet at least one of the environmentally preferable criteria within the non-federal, multi-attribute standards and ecolabels categories, as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT.
 - 2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
 - 3. Performance requirements for broadloom and modular tile:
 - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
 - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
 - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.
- NOTE:** Testing must be performed in a NVLAP accredited laboratory.
- 4. Texture Appearance Retention Rating (TARR). Carpet must meet a TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.
 - 5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.
 - 6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.12 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.13 ELECTRICAL: DISTRIBUTION (SEP 2015)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DID's, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

(b)(5)

5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

(b)(5)

5.16 DATA DISTRIBUTION (OCT 2017)

The Government shall be responsible for the cost of purchasing and installing data cable, unless the Government requests this as part of the TI. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2017)

(b)(5)

- B. The Government shall be responsible for the cost of purchasing data and telecommunications cable, unless the Government requests this as part of the TI. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide

(b)(5)

- C. The Lessor shall furnish and install

(b)(5)

The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

- D.

(b)(5)

Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.18 LIGHTING: INTERIOR AND PARKING - TI (SEP 2015)

- A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking - Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.
- B. PENDANT STYLE FIXTURES: If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.
- C. MIXED FIXTURES: DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.
- D. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.19 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

(b)(5)

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

- A. The Government's normal hours of operations are established as 6:30 AM to 5:30 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.
- B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITY CONSUMPTION REPORTING (SEP 2015)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/uci)

6.04 HEATING AND AIR CONDITIONING (AAAP VARIATION (OCT 2017))

- A. In all office areas, thermostats shall be set to maintain temperatures between 70°F and 74°F during the heating season and between 74°F and 78°F during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
- B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.
- C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.
- D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.
- E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- F. Normal HVAC systems' maintenance shall not disrupt tenant operations.
- G. Up to 500 ABOA SF of the Premises shall receive cooling at all times (24 hrs. a day, 365 days a year) for purposes of cooling the designated server room. The British Thermal Unit (BTU) output of this room will be up to 24,000 BTUs per hour. The temperature of this room shall be maintained at 72 degrees F, at all times, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

6.05 OVERTIME HVAC USAGE (OCT 2018)

- A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.
- B. When the cost of service is \$3,500 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment.
- C. Orders for services costing more than \$3,500 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.
- D. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.06 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. SUB-PARAGRAPH INTENTIONALLY DELETED
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.07 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UU/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

6.08 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.09 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.10 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

- A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in

accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

- B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.11 MAINTENANCE OF PROVIDED FINISHES (AAAP VARIATION (OCT 2017))

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,
1. Lessor shall repaint common areas at least every three years.
 2. Lessor shall perform cyclical repainting of the Space every five (5) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.
- B. Carpet and flooring.
1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or
 - e. Tears or tripping hazards are present.
 2. Notwithstanding the foregoing, as part of the rental consideration, for leases with a full term of at least 15 years, the Lessor shall replace all carpet and base coving in the Space in the 10th year, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
 3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.12 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.13 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.14 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

- A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than six (6) months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.
- B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.
- C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

- D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.
- F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.
- G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.
- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease who may have access to the Premises.
- I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.15 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within sixty (60) days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.16 LANDSCAPING (OCT 2016)

- A. Landscape management practices shall prevent pollution by:
 - 1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. Composting/recycling all yard waste.
- B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)
- C. INTENTIONALLY DELETED

6.17 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.18 RECYCLING (JUN 2012)

- A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.
- B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.
- C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.19 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

- A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.
- B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. **DISSEMINATION OF SBU BUILDING INFORMATION:**

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.
2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.
 - a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - b. **In person.** Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.
3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum
 - a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
 - b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
 - c. Contact information for the named individual; and
 - d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

- D. **RETAINING SBU DOCUMENTS.** SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.
- E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting

and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

- F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.
- G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.
- H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

6.21 INDOOR AIR QUALITY (OCT 2016)

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.
- B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
1. Making available information on Building operations and Lessor activities;
 2. Providing access to Space for assessment and testing, if required; and
 3. Implementing corrective measures required by the LCO.
- E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:
1. The Space;
 2. Common Building areas;
 3. Ventilation systems and zones serving the Space; and
 4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.22 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.23 RADON IN WATER (JUN 2012) - PARAGRAPH INTENTIONALLY DELETED

6.24 HAZARDOUS MATERIALS (SEP 2013)

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.25 MOLD (OCT 2018)

- A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.
- B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.
- C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all Leases have been identified and corrected the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.
- D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.26 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.27 ~~FLAG-DISPLAY (OCT 2016)~~ — PARAGRAPH INTENTIONALLY DELETED

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level (b)(5) attached to this Lease. The Government shall have the right to determine security measures within the ABOA SF portion of the Premises; however, security measures outside the ABOA SF portion of the Premises will be subject to approval by the Lessor. Such approval shall be at the discretion of the Lessor. Approval shall not be unreasonably withheld but will be limited to security measures that do not place a burden on other tenants or hinder the Lessor's ability to lease space in the building to other tenants.

7.02 ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)

The following clause is added to GSA Form 3517B, General Clauses:

No Federally Elected Officials to Benefit

- A. No person holding a Federally-elected office may directly or indirectly, regardless of whether such person took office before or after execution of the Lease, participate in or benefit from the Lease or any part thereof.
- B. The foregoing prohibition shall not apply if the Lease is entered into with a publicly-held corporation or publicly-held entity for the general benefit of such corporation or entity.
- C. Any violation of this clause shall render the Lease void, and the Government shall have no obligation to the Lessor in consequence thereof following the date the Lease is deemed void.
- D. In the event the Lease is voided pursuant to this clause, the Lessor shall be and remain liable to the Government for any and all costs associated with relocating and housing Government occupants from the leased premises to replacement premises. Such costs shall include, but not be limited to:
1. moving and other physical relocation costs,
 2. furniture, fixtures and equipment costs related to occupancy of replacement premises,
 3. replication of tenant build-out costs at replacement premises,
 4. excess rental costs at replacement premises for the remainder of the firm term of the terminated Lease, and
 5. all other direct and consequential damages and costs associated with the Government relocating occupants from the leased premises to replacement premises, whether Federally-owned or leased.
- E. Nothing in this clause shall be deemed or interpreted to waive, modify, alter or limit any provision of existing law, including 41 U.S.C. § 6306 and 18 U.S.C. §§ 431-433.
- F. Lessor's obligation to be and remain liable for the costs and damages specified in this clause shall survive any voiding of the Lease pursuant to this clause or any provision of existing law.

7.03 MODIFIED PARAGRAPHS

The following paragraphs have been modified in this Lease:

- 1.02.B Express Appurtenant Rights (SEP 2013)
- 4.01 Schedule for Completion of Space (AAP Variation (OCT 2017))
- 5.11.A Floor Coverings and Perimeters (OCT 2017)
- 6.04 Heating and Air Conditioning (AAP Variation (OCT 2017))

7.04 REQUIREMENTS VARIANCE

This Lease including all attachments provides for specialty requirements to be included in the Government's leased space. Where any requirements differ, the most stringent requirement shall apply. To the extent that an agency design requirement results in the expansion or enhancement of a shell item as defined by Section 3 of this Lease, the Government shall be responsible for the incremental additional costs associated with the expansion and/or enhancement of such shell item, it being understood that the expansion and/or enhancement portion of the shell item is a tenant improvement.

7.05 MAINTENANCE AND WARRANTIES

Lessor shall not be responsible for the maintenance, repair or replacement of any personal property or tenant improvements owned by, or installed on behalf of, the Government including, without limitation, modular or systems furniture, computers, copiers, data equipment and associated wiring, mail-handling equipment, office machines, telecommunications equipment and associated wiring, appliance, supplemental HVAC units, specialty tenant improvements, fitness and security equipment, or similar improvements or property installed for the benefit of the Government. In the event of conflict or inconsistency between the terms and provisions of this paragraph 7.5 and those of the Lease or its Exhibits, the terms and provisions of this paragraph shall govern. Should the Government require the Lessor to hold any maintenance contracts, the cost for such shall be negotiated separately from this lease contract.

7.06 ALTERATIONS

Notwithstanding anything to the contrary contained in Section 15 of Exhibit E to this Lease, the Government shall have the right during the lease term to make alterations, attach fixtures, and erect structures or signs (collectively "Alterations") in or upon the Premises hereby leased; provided, however, that with respect to non-standard office building Alterations or Alterations which affect the Building structure or systems: (a) the Government shall obtain the prior written consent of Lessor thereto (which consent shall not be unreasonably withheld, conditioned or delayed provided such alterations performed by the Government shall be code compliant and shall not interfere with the building's systems); and (b) Lessor retains the right to require the removal of any such non-standard office building Alterations, at the sole expense of the Government, upon the expiration or earlier termination of the Lease. Lessor shall have sixty (60) calendar days from its receipt of notice from the Government to approve or disapprove such Alterations. Any increased costs (including, without limitation, increases in operating expenses) associated with any Alterations shall be paid for by the Government. Subject to Lessor's maintenance and repair obligations, the Government shall take care of the Premises, and shall surrender the Premises to Lessor in good condition and repair, reasonable wear and tear excepted, upon the expiration or earlier termination of the term of this Lease.

7.07 SUBSTITUTION OF TENANT AGENCY: SUBLETTING AND ASSIGNMENT

Notwithstanding anything to the contrary contained in Section 1 or Section 5 of Exhibit E to this Lease, the Government's right to assign the lease, sublet all or any part of the Premises and/or substitute a different Governmental tenant agency other than the Environmental Protection Agency shall be limited to assignees/sublessees and agencies that will not deviate from general office and related space purposes; whose functions are not prohibited by local code; are not military, police or criminal law enforcement agencies where prisoners or detainees may be brought into the Building or require the presence of armed guards; or that may result in significantly increased foot traffic or materially affect building operations in a negative manner; do not increase Landlord's operating or maintenance costs; do not require increased access by the general public; are consistent with the professional nature of the tenancy of the Building; and shall be otherwise subject to the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. The Lessor may disapprove a proposed assignment, sublease or other occupancy agreement if the prospective assignee's, subtenant's or agency's use will violate or create any potential violation of any laws or a breach or violation of any other lease or agreement by which Lessor is bound.

7.08 PARTIAL DAMAGE BY FIRE OR OTHER CASUALTY

Notwithstanding anything to the contrary contained in Section 13 of Exhibit E to this Lease, the Lessor shall submit a reasonable schedule for repair of the Premises within one hundred twenty (120) days of the event of destruction or damage and the Lessor shall have up to three hundred sixty five (365) days from the event of destruction or damage to repair and restore the Premises. In the case of partial destruction or damage to the Premises, (a) Lessor shall have one hundred twenty (120) days after the event of destruction or damage to submit to the Government a reasonable schedule for repair of the Premises, and (b) if restoration can reasonably be substantially completed within three hundred sixty five (365) days after the date of the casualty, then the Government shall not have the right to terminate the Lease in whole or in part and the rent shall abate with respect to the part of the Leased Premises that is so affected, proportionately based upon the ratio of square footage of the affected part to the total square footage of the Leased Premises during restoration. Any such abatement shall commence upon and include the day on which the damage occurred and shall continue to and include the date of substantial completion of the restoration.

7.09 MAINTENANCE OF PROPERTY AND RIGHT TO INSPECT

Notwithstanding anything to the contrary contained in Section 12 of Exhibit E to this Lease, any such inspections by the Government shall be with an employee of Lessor present if Lessor so elects. Lessor may also enter the Premises without notice in the event of an emergency or perceived emergency to the Premises. If no representative of the Government is personally present to permit entry and an entry is necessary in an emergency or perceived emergency, Lessor may enter the same by master key or may forcibly enter the Premises.

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CITY OF PHILADELPHIA

EXHIBIT B TO LEASE #GS-03P-LPA00472
OFFICE OF THE MANAGING DIRECTOR

MICHAEL DIBERARDINIS
Managing Director

1401 John F. Kennedy Boulevard
Suite 1430
Philadelphia, PA 19102-1683

December 4, 2018

Four Penn Center Owner LLC
28 Liberty Street, Suite 3040
New York, NY 10005

To Whom It May Concern:

This letter shall confirm that upon notification from the United States Government that it has entered into a lease for offices on the 1600 block of John F. Kennedy Boulevard, the City of Philadelphia will designate two (2) on-street parking spaces on the 1600 block of John F. Kennedy Boulevard to be reserved for exclusive use of vehicles authorized by the United States Government during normal operations. This designation shall commence May 1, 2020, and terminate upon the expiration of the lease term or upon the request of the United States Government.

With input from the United States Government, the City of Philadelphia will determine the specific location of the parking spaces to be designated. If for any reason the 1600 block of John F. Kennedy Boulevard is unavailable for parking, the City shall designate alternative parking spaces as close as it deems feasible to the originally designated spaces. The property owner should contact the City of Philadelphia Managing Director's Office in December 2019 to ensure that the appropriate signage is installed prior to the commencement of the lease.

Sincerely,

(b)(6)

Michael DiBerardinis
Managing Director

DESIGN SPACE STANDARDS AND REQUIREMENTS

1.1 OVERVIEW

The spatial requirements for the regional office have been developed for five categories of spaces: Personnel Space; Program Support; Mission Support; Floor Distributed Support; and Central Functions. Within these categories, space has been allocated using standard sizes and allowances where appropriate. By standardizing space sizes and allocation, program areas have been distributed equitably and evenly among varying organizational units. It is EPA's intention to maintain a standard distribution of space throughout the Design Space Standards and Requirements; however, it is recognized that once a building is procured and its form, layout, and floor plates are known the distribution of shared spaces will be determined.

The bases for the requirements within each category are provided below.

- **Personnel Space:** The net area requirement for employee workspaces is determined by applying the recommended standards to the various categories of personnel in each program. Section 1.2 provides a narrative of the standards and the quantity of offices and workstations required (see Exhibits 2 and 3).
- **Program Support:** Standard supporting space for typical office environment - includes meeting rooms, distributed filing, reception areas and storage rooms; these are equitably distributed based on the size of each organization. Section 1.3 provides a narrative on the methodology used to generate this requirement (see Exhibits 4 and 5).
- **Mission Support:** These are spaces that are required to perform the mission of each organization. These include secure conference spaces for the Directors, dedicated copying areas, secure rooms, evidence rooms, secure vaults, etc. A large proportion of high-density filing spaces are part of mission support spaces, but they have been consolidated in the Superfund and Regional Record Centers and are now part of Central Functions. See Section 1.4 and Exhibit 6.
- **Floor Distributed Support:** In order to distribute common spaces on typical floors which support occupants of that floor (i.e., LAN rooms, floor copy rooms, break rooms, storage/supply rooms, etc.), space is assigned based on an estimated population. Some of these spaces are to be vertically stacked to allow direct exhaust of air to preserve air quality. Since the size of a floor or the building is unknown, these are calculated based on the number of occupants. The actual size and number will be contingent upon floor plate size of the selected building. See Section 1.5.
- **Central Functions:** Functions which are either utilized by most programs, require access by the public, have special security requirements, or have infrastructural implications fall in this category. These functions may be operated by specific organizations but are atypical and serve the larger populace rather than any one organization. Examples are Conference Center, Computer Center, PIC/Library, Mail/Supply/Copy, etc. See Section 1.6 and Exhibit 7.

For a summary of spaces with above-standard requirements, see Exhibit 9. These requirements are also noted in the space descriptions.

EXHIBIT I: SUMMARY TABLE OF SPACE REQUIREMENTS

Organization Personnel	Personnel Spaces	Program Support	Mission Support	Subtotal	Circulation	Total Area
ORA Office of the Regional 55 Administrator	4,230 sf	1,660 sf	840 sf	6,730 sf	3,365 sf	10,095 sf
CBPO Chesapeake Bay 4 Program Office	360 sf			360 sf	180 sf	540 sf
ARMD Administration and 122 Resource Management Division	7,022 sf	1,888 sf	1,270 sf	10,180 sf	5,090 sf	15,269 sf
ORC Office of Regional 80 Counsel	8,050 sf	1,330 sf		9,380 sf	4,690 sf	14,070 sf
ARD Air and Radiation 55 Division	3,786 sf	1,160 sf	100 sf	5,046 sf	2,523 sf	7,569 sf
WD Water Division 104	6,918 sf	1,540 sf	220 sf	8,678 sf	4,339 sf	13,017 sf
SEMD Superfund and 184 Emergency Management Division	10,954 sf	2,420 sf	440 sf	13,814 sf	6,907 sf	20,721 sf
LCRD Land, Chemicals and 72 Redevelopment Division	4,674 sf	1,300 sf	220 sf	6,194 sf	3,097 sf	9,291 sf
ECAD Enforcement and 99 Compliance Assurance Division	6,870 sf	1,525 sf		8,395 sf	4,198 sf	12,593 sf
LSASD Laboratory Services 25 and Applie Science Division	1,794 sf	628 sf	300 sf	2,722 sf	1,361 sf	4,082 sf
OIG Office of Inspector 19 General	1,480 sf		880 sf	2,360 sf	1,180 sf	3,540 sf
CID Criminal Investigation 9 Division	876 sf		930 sf	1,806 sf	903 sf	2,709 sf
Miscellaneous				549 sf	275 sf	824 sf
Floor Support Spaces				2,800 sf	1,400 sf	4,200 sf
Central Functions				27,840 sf	2,784 sf	30,624 sf
828 TOTAL	57,014 sf	13,450 sf	5,200 sf	106,853 sf	42,291 sf	149,144 sf

1.2 PERSONNEL SPACE

The Design Space Standards and Requirements for the Region 3 Office have been developed to provide space for 828 positions which includes on-board personnel and funded vacancies. Personnel space requirements, as described before, have been generated by applying the EPA guidelines to personnel at the division/office level. A circulation factor is added to these requirements. The following exhibits provide the data on guidelines, personnel distribution by division and the resultant personnel space requirements.

1.2.1 Guidelines Adapted for Personnel Space

The office and workstation sizes vary from 36 square feet to 240 square feet depending on the work responsibilities associated with a position (see Exhibit 2). The design of these spaces shall consider flexibility of use. For instance, when an employee that has an assigned office with meeting space is participating in out-of-office meetings or is on leave, the office may be used by staff to hold unscheduled, ad-hoc meetings.

EXHIBIT 2: PERSONNEL SPACE STANDARDS

Title/Assignment	Abbreviation	Size Used	Remarks
Regional Administrator	RA	240 sf	Enclosed office adjacent to a dedicated conference room.
Deputy Regional Administrator, Assistant Regional Administrators, Regional Counsel, Division Directors	DRA/ARA/RC/DD	210 sf	Enclosed Office adjacent to a dedicated conference room.
Deputy Division Directors, Special Agent in Charge	DDD/SAC	180 sf	Enclosed Office adjacent to a dedicated conference room.
Associate Directors, Branch Chiefs, Assistant Special Agent in Charge	AD/BC/ASAC	120 sf	
Attorneys, Special Positions, CID Special Agents	ATT/SPC/ SA	100 sf	
Special Workstations		70 sf	
Federal employees	EPA/FED	60 sf	
Non-federal employees and support stations	NON-FED	36 sf	

1.2.2 Personnel Space Assignment

Enclosed offices and workstations have been provided per the standard allocations noted in Exhibit 2. Exhibit 3 provides the application of these allocations by organization and shows the quantity and resulting net square footage. The final sizes for personnel and support spaces will depend upon the floor size, its configuration, capacity achieved, column spacing, and planning modules.

EXHIBIT 3: PERSONNEL SPACE DISTRIBUTION BY ORGANIZATION AND WORKSTATION/OFFICE TYPE

Organization Personnel	Office [RA] 240 sf	Office [DRA] 210 sf	Office [ARA/ DD] 210 sf	Office [DDD/ SAC] 180 sf	Office [BC/SC /ASAC] 120 sf	Office [ATT/ SPC] 100 sf	Special Stations [CID] 70 sf	Fed. Wkstns [EPA/FED] 60 sf	Cons & Others [NON- FED] 36 sf	In Support Spaces [SUPP] 0 SF	TOTAL Area
ORA Office of the 55 Regional Administrator	1	1	2		5			46			4,230 sf
CBPO Chesapeake Bay 4 Program Office					2			2			360 sf
ARMD Administration 122 and Resource Management Division			1	1	8	2		78	22	10	7,022 sf
ORC Office of Regional 80 Counsel			1	2	7	61		9			8,050 sf
ARD Air and Radiation 55 Division			1	1	4			48	1		3,786 sf
WD Water Division 104			1	1	10			84	8		6,918 sf
SEMD Superfund and 184 Emergency Management Division			1	1	17	1		135	9	20	10,954 sf
LCRD Land, Chemicals 72 and Redevelopment Division			1	1	6			54	9	1	4,674 sf
ECAD Enforcement and 99 Compliance Assurance Division			1	1	11			86			6,870 sf
LSASD Laboratory 25 Services and Applce Science Division			1	1	2			17	4		1,794 sf
OIG Office of 19 Inspector General				1	3	1		14			1,480 sf
CID Criminal 9 Investigation Division				1	1	4	2		1		876 sf
TOTAL PERSONNEL: 828	1	1	10	11	76	69	2	573	54	31	
TOTAL AREA:	240 sf	210 sf	2,100 sf	1,980 sf	9,120 sf	6,900 sf	140 sf	34,380 sf	1,944 sf	0 sf	57,014 sf

1.3 PROGRAM SUPPORT

These are support functions that are co-located with personnel spaces and do not require any above standard infrastructure. Such spaces include small and medium meeting rooms, open meeting spaces, office/division level receptions, incidental storage areas, and distributed filing and print/ copy areas.

Exhibit 4 shows the allocation methodology for the program support spaces and Exhibit 5 shows the program support space distribution by organization. Brief descriptions of the spaces follow.

EXHIBIT 4: PROGRAM SUPPORT DESCRIPTION AND ALLOCATION

Space	Allocation/Basis	Size	Capacity
RA's Reception Area	ORA Suite only	200 sf	
Division Reception Area	1 per Division for all programs except CBPO, CID & OIG	100 sf each	
Division Storage	1 per Division for all programs except CBPO, CID & OIG	150 sf each	
Distributed Filing/Print/Fax Stations	1 per 2 persons for all programs except CBPO, CID & OIG	7.5 sf each	
Division Director Conference Room	4 for ORA, and 1 each for all programs except CBPO, CID & OIG	200 sf each	8 persons
Huddle Room	1 per 45 persons for all programs except CBPO, CID & OIG	80 sf each	2 persons
Small Meeting Room	1 per 65 persons for all programs except CBPO, CID & OIG	120 sf each	4 persons
Medium Meeting Room	1 per 80 persons for all programs except ORA, CBPO, CID & OIG	200 sf each	8 persons
Open Collaboration Area	1 per 100 persons for all programs except ORA, CBPO, CID & OIG	100 sf each	4 persons

EXHIBIT 5: PROGRAM SUPPORT SPACES BY ORGANIZATION

Organization	RA's Rcpt. Area	Div. Rcpt. Areas	Div. Storage	Dist. Filing/ Print /Fax	Div. Dir. Conf. Room	Huddle Rooms	Small Mtg.	Large Mtg.	Open Collab.	TOTAL PROGRAM SUPPORT
Personnel	200 sf	100 sf	150 sf	8 sf	200 sf	80 sf	120 sf	200 sf	100 sf	
ORA Office of the Regional										
55 Administrator	1	1	1	28	4	1	1			1,660 sf
CBPO Chesapeake Bay										
4 Program Office										
ARMD Administration and										
122 Resource Management		1	1	61	1	3	2	2	1	1,888 sf
Division										
ORC Office of Regional										
80 Counsel		1	1	40	1	2	1	1	1	1,330 sf
ARD Air and Radiation										
55 Division		1	1	28	1	1	1	1	1	1,160 sf
WD Water Division										
104		1	1	52	1	2	2	1	1	1,540 sf
SEMD Superfund and										
184 Emergency		1	1	92	1	4	3	2	2	2,420 sf
Management Division										
LCRD Land, Chemicals and										
72 Redevelopment		1	1	36	1	2	1	1	1	1,300 sf
Division										
ECAD Enforcement and										
99 Compliance Assurance		1	1	50	1	2	2	1	1	1,525 sf
Division										
SASD Laboratory Services										
25 and Applied Science		1	1	13	1	1				628 sf
Division										
OIG Office of Inspector										
19 General										
CID Criminal Investigation										
9 Division										
Program Support for OIG and CID is provided for in Mission Support for these programs. See Section 1.4.										
828 TOTAL COUNT	1	9	9	400	12	18	13	9	8	
TOTAL SF	200 sf	900 sf	1,350 sf	3,000 sf	2,400 sf	1,440 sf	1,560 sf	1,800 sf	800 sf	13,450 sf

Program Support includes

- RA's Reception Area [200 sf]: Located at entrance to the Regional Administrator's suite, the reception area shall have a desk and an adjacent waiting area for up to six visitors. Careful consideration should be given to the use of accent lighting and incorporating artwork into this space.
- Division Reception Area [100 sf]: These spaces outside of the Directors' offices are intended to provide an entry area to each organization with a waiting area for up to four visitors. It is to be open office space with chairs and tables. Consideration should be given to the use of accent lighting and incorporation of artwork into this space.
- Division Storage [150 sf]: Provided for each division for their equipment storage needs.
- Distributed Filing [7.5 sf]: This space shall be an area set aside within the office space for lateral filing cabinets. It is anticipated that two 4-high lateral files will be used in most locations.
- Division Director Conference Room (200 sf): All divisions are allocated a meeting room for their dedicated use. The room shall have standard finishes, network access for all participants, advanced projection capabilities, and video conferencing (specific equipment/technology will be determined during the design development process; see Section 1.9 for additional discussion). Furniture shall include a table to seat eight, a credenza and an appropriate number of chairs. The room must be lockable and have drywall partitions with an STC 45 rating or better.
- Meeting & Conference Rooms/Spaces [range from 80 sf to 200 sf each]: Meeting and Conference rooms and open collaborative spaces accommodate from 2 to 8 persons each. Although estimated and allocated at the office/division level, these spaces are to be strategically placed across the floors to allow sharing by the entire Region 3 Office. These rooms, where appropriate, shall be fitted for LAN access (wired and wireless), VoIP telecommunications, and audiovisual equipment including but not limited to advanced projection capabilities (specific technologies will be determined during the design development process; See Section 1.9 for additional discussion).

1.4 MISSION SUPPORT

These spaces, assigned to a particular division or office, are required for the day-to-day operations of that organization. Some may require above-standard infrastructure such as increased floor load capacity in a file room, additional security and access controls in a sensitive file storage area, or video conferencing capability. In general, these spaces are to be located within the boundaries of the organization. Mission support spaces have been allocated as necessary for the respective offices and divisions. Exhibit 6 lists these spaces by organization and the following sections provide descriptions of each of the mission support spaces.

1.4.1 Office of the Regional Administrator (ORA)

- Conference Room [740 sf]: This conference room shall be configured and outfitted with above standard finishes. It shall provide convenient network access to all participants; advanced projection capabilities and video conferencing (specific technologies will be determined during design development, see Section 1.9). The conference room should be located near the Regional Administrator's office. This conference room will be a lockable room with slab-to-slab drywall partitions and a STC 45 rating. This room must accommodate the existing table and chairs from the Regional Administrator's conference room. It is a long oval table, (24 feet with a width at center of 4 feet). There are 22 chairs around the table and 15 additional chairs at the room's perimeter.
- Copy Room [100 sf]: The copy room shall be for the exclusive use of the ORA suite occupants. It shall be an enclosed room with 1-2 floor standing multifunction devices (MFDs) with print/copy/scan functions. Power and data outlets are to be provided for the MFDs. The copy room shall have wall mounted cabinets for storing supplies. It shall be directly exhausted to the outside.

EXHIBIT 6: MISSION SUPPORT SPACES BY ORGANIZATION

Organization	TOTAL	Mission Support Space	Size (NSF)
ORA	840 sf	Conference Room	740
Office of the Regional Administrator		Copy Room	100
ARMD	1,270 sf	Human Resources High Density Files	300
Administration and Resource Management Division		Multi-media Room	200
		Employee ID Processing	300
		Secure Workroom	240
		Health and Safety Workroom	150
		Customer Service Waiting	80
ARD	100 sf	CBI File Room	100
Air and Radiation Division			
WD	220 sf	Gear Storage	100
Water Division		Basins Workroom	120
SEMD	440 sf	Top Secret Room	100
Superfund and Emergency Management Division		Cost Recovery Room	120
		ATSDR Library	120
		GIS /Plotter Room	100
LCRD	220 sf	CBI File Room	100
Land, Chemicals and Redevelopment Division		Field Equipment Room	120
LSASD	300 sf	GIS Workspace	300
Laboratory Services and Applique Science Division			
OIG	880 sf	Audits Meeting Room	200
Office of Inspector General		Audits Secure File Room	150
		Investigations Interview Room	150
		Investigations Evidence / Storage	100
		Investigations Secure File Room	200
		Investigations Copy Room	80
CID	930 sf	Anteroom/Secured Reception	100
Criminal Investigation Division		Interview/Conference/VTC	200
		Secure Storage	200
		Evidence Room/Grand Jury Storage	250
		Copy/mail	100
		Staging	80
TOTAL	5,200 sf		

1.4.2 Administration and Resource Management Division (ARMD)

- Human Resources High Density Files (300 sf): This mobile high-density shelving room will need to be co-located with the Human Resources personnel. The room will need to accommodate up to 800 linear feet of standard files in high density configuration. Files containing personally identifiable information are stored in this room requiring secure keycard access. Live load capacity shall be 150 lb/sf.
- Multi-Media Room (200 sf): The multi-media room will be an enclosed room used primarily for recording and processing still and motion photography. Part of the room will be used for shooting stills and videos requiring the ability to set up appropriate backdrops, portable lighting systems and imaging/recording equipment. The other part will contain a workstation with digital image processing computers and peripherals. This section will also require cabinets to store photography/videography equipment and accessories when not in use. The room shall be lockable and have a slab-to-slab wall for improved acoustics. Enhanced air conditioning may be required to offset equipment/lighting heat gain.
- Security—Employee ID Processing (300 sf): This shall be an enclosed room with (b)(5) collocated with the ARMD, Facilities Management and Services Branch personnel space and near the customer waiting area. The room will be used for employee badge processing and will contain a computer workstation, a visitor chair with backdrop for ID photos, and a counter for processing equipment, with storage below. Provide at least two data connections and extra power outlets for desktop equipment. Finishes and floor loading shall be office standard.
- Secure Workroom (240 sf): This shall be an enclosed room with (b)(5) co-located with the (b)(5) space. It will contain a drafting table, computer workstation, 60" plotter with paper storage, several file cabinets, a shredder and small safe. Provide at least two data connections and standard power outlets within the room. Finishes and floor loading shall be office standard.
- Health & Safety Test/Workroom (150 sf): The workroom is used to test the operation and personal fit of safety breathing apparatus. The room will contain a computer workstation, storage cabinets, and a desk/table with two chairs for the testing. The HVAC system shall be on a separate zone. Provide at least two data connections and extra power outlets for desktop equipment. Finishes and floor loading shall be office standard.
- Customer Service Waiting Area (80 sf): This space should be located with the customer service functions (e.g. ID processing and misc. services). It is an open area with lounge seating for 4 -6 persons.

1.4.3 Air and Radiation Division (ARD)

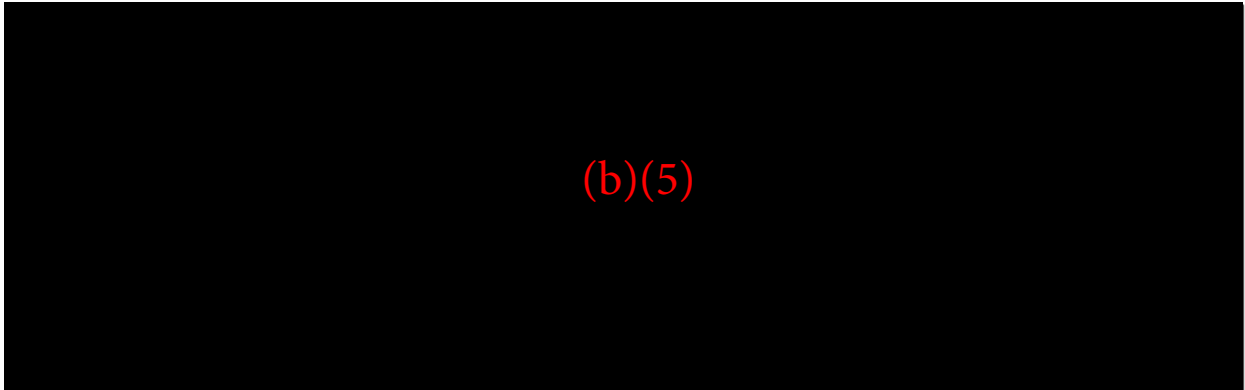
Confidential Business Information File Room (150 sf): This shall be an enclosed room with (b)(5) co-located with the (b)(5) space. It will contain lateral file cabinets and a work table for sorting and reviewing files. Provide at least one data connection and standard power outlets within the room. Finishes and floor loading shall be office standard.

1.4.4 Water Division (WD)

- Gear Storage Area (100 sf): This is an enclosed room for the storage of maps, field equipment and protective gear. It will contain metal shelving and cabinets. Finishes and floor loading shall be standard, with non-VCT resilient flooring
- Basins Work Room (120 sf): This work room will be co-located with WD. It will contain a work table with seating for 4 people and shelving/storage along three walls for storage of files and folders. Provide at least one data connection and standard power outlets within the room. Finishes and floor loading shall be office standard.

1.4.5 Superfund and Emergency Management Division (SEMD)

- Top Secret Room (100 sf): The top-secret room shall be designed to the latest (b)(5) (b)(5) (See Appendix). Sound attenuation and physical penetration controls include, but are not limited to, the following:



- Cost Recovery Room (120 sf): This work room is for the dedicated use of SEMD and shall have standard finishes and at least two data connections. Furniture will include a work table with seating for 4 people, and storage/shelving along one wall.
- ATSDR Library (120 sf): The room shall have standard shelving systems and be co-located with the ATSDR personnel. It shall also have a reading/work table with standard power and network connections.
- File Storage (100 sf): The file room shall be located within the SEMD office spaces and preferably proximate to the REOC. It shall be a lockable enclosed room for storing secure files that are currently stored within the REOC in standard lateral or vertical file cabinets. The room is not anticipated to require above standard floor loading.
- GIS/Plotter Room (100 sf): This room shall accommodate a computer station and a large format plotter (60") requiring standard data and power connections. The room must be located proximate to and be conveniently accessible from the REOC.

1.4.6 Land, Chemical, and Redevelopment Division (LCRD)

- Confidential Business Information File Room (100 sf): This shall be an enclosed room with (b)(5) (b)(5) co-located with (b)(5) (b)(5). It will contain locked lateral file cabinets and a work table for sorting and reviewing files. Provide at least one data connection and standard power outlets within the room. Finishes and floor loading shall be office standard.
- Field Equipment Room (120 sf): This is an enclosed room for the storage of field equipment, protective gear and outreach materials. It will contain metal shelving and cabinets. Finishes and floor loading shall be standard, with non-VCT resilient flooring.

1.4.7 Laboratory Services and Applied Science Division (LSASD)

GIS Workspace (300 sf): It shall be co-located with the division's GIS personnel. The GIS work space does not necessarily need to be an enclosed area but will require to be partitioned from the nearby workstations. The space will require two workspaces, each at least 36 sf in size, with standard data connections and at least two quad power outlets for multiple monitors and computer peripherals. The space shall also be sized to accommodate a multifunction printer and a 60" plotter both requiring standard power and network data connections. The GIS workspaces shall also have a 38"x 44" map storage cabinet.

1.4.8 Office of Inspector General (OIG)

The OIG suite shall be a separate suite within EPA space. The suite shall be enclosed with (b)(5) drywall partitions.

- Audits Meeting Room [200 sf]: This room is to be used by the Audit teams and shall be configured and outfitted with standard finishes, network access for all participants, advanced projection capabilities and video conferencing (specific equipment/technologies will be determined during the design development process; see Section 1.9 for additional discussion). Furniture shall include a conference table, a credenza and an appropriate number of chairs. The room must be lockable and have slab-to-slab drywall partitions.
- Audits Copy/File/Storage Room [150 sf]: This room within the OIG suite will house up to two multifunction print/copy/scan devices (MFD) as well as shredders, recycling bins, paper storage and supplies. The room shall also be fitted with metal shelving for storage of file boxes.
It shall be a lockable room with slab-to-slab wire mesh protected drywall partitions. The room shall be directly exhausted to the outside. It shall have standard floor loading and office finishes.
- Investigations Interview Room [150 sf]: This room should be located within the OIG suite for conducting interviews. The room must be constructed to provide a minimum of STC-45 performance. Finishes and floor live load capacity shall be office standard. Furnishings shall consist of a desk or table and 2 side chairs. The room shall have a cuff pole installed per EPA specifications. This room must be lockable and have drywall partition walls from slab to slab.
- Investigations Evidence Room & Weapons Storage [100 sf]: This shall be a lockable room, located (b)(5) and shall have a general area for storage of weapons and ammunition; and a secured, separately lockable section for storing grand jury materials and physical evidence. Both areas shall have metal shelving for storage. This room shall have (b)(5) partitions. The floor live load capacity and finishes shall be office standard.
- Investigations Secure File Room [200 sf]: This lockable room shall be located (b)(5) and is intended for use as storage of case files and investigative records. Finishes shall be office standard. Furnishings shall consist of 36" deep, five drawer, lockable file cabinets.
- Investigations Copy Room [80 sf]: This room shall be located (b)(5). It will house a multifunction print/copy/scan device (MFD), a shredder, a recycling bin, paper storage and supplies. The room shall be directly exhausted to the outside. The room shall have standard office finishes and be furnished with metal shelving and work surfaces for collating and sorting. The room shall be lockable and have drywall partition walls that extend to the underside of the slab.

1.4.9 Criminal Investigation Division (CID)

All perimeter walls are to be constructed with drywall from true floor to true ceiling (slab-to-slab). All perimeter walls separating EPA space from building common areas or other tenants (government or non-government) shall have a minimum sound transmission class (STC) of 45 and contain 1 1/2 inch sound blankets between five-eighths inch gypsum partitions. If air plenum openings are required, these openings are to be covered with 13-gauge expanded steel mesh which is firmly anchored to the wall stubs on the inside of the secured area, or hardened steel bars may be welded to the metal ductwork. The area of any single opening (e.g. transfer ducts) shall not exceed 100 square inches. However, if a secure storage room or evidence vault is along an exterior wall, (b)(5) will be utilized for construction of that portion of the wall (slab-to-slab). Sound blankets shall be packed into decking ribs. All service boxes shall be sealed. All electrical conduit cables shall be plugged with an acoustical lining and constructed to impede sound transmission.

All perimeter entrance doors (from the public corridor) to the secured storage areas and file rooms are required to be [REDACTED] These doors shall have [REDACTED] (b)(5) These doors

Doors will be tight fitting with [REDACTED] (b)(5) There will be no transparent panels installed in these doors. OCEFT will maintain control of all perimeter door keys. However, this is usually a negotiated issue because of fire regulations and emergency access requirements of building security forces. Door hinges on perimeter entrances, secured storage areas, and secured file rooms will be installed, so doors cannot be removed without seriously damaging the door or doorjamb. It is preferable that [REDACTED]

(b)(5)

The secured storage, evidence and grand jury rooms shall receive the [REDACTED] (b)(5) (b)(5) partitions (b)(5) is not required in perimeter or reception area walls. Where appropriate, CID will install a government owned security system in the space and infrastructure to support an IDS will be required.

- Anteroom/Secure Reception (100 sf): This area shall be at the entry of the CID suite. The anteroom shall be adjacent to the reception area to prevent unauthorized entry into the suite. Finishes and floor live load capacity shall be office standard. A [REDACTED] (b)(5) is to be constructed to divide the reception area from the interior office.

[REDACTED] (b)(5) deal tray, and natural voice transmission that allows electronic free two-way communication. The wall surrounding the [REDACTED] (b)(5) is to be equipped with [REDACTED] (b)(5) installed slab-to-slab. The door which connects the public reception room to the clerical area is to be a [REDACTED]

(b)(5)

Additionally, the receptionist desk will be equipped with a [REDACTED] The wall which separate a public reception room from the interior office space should be constructed of slab-to-slab drywall. The entrance door from the public corridor will be equipped with a [REDACTED] (b)(5)

[REDACTED] (b)(5) Frame and hinges must be non-recoverable, and of sufficient strength to support the weight of the door. A doorbell shall be installed at the hallway entrance.

- Interview/Conference/VTC (200 sf): This room should be located within CID space for interviews, meetings, briefings, and video conferences with staff and outside agencies. Access to the interview room shall be [REDACTED] (b)(5) entry points. [REDACTED] (b)(5)

[REDACTED] (b)(5) The room is to be built to office standards with a STC 45 rating. Furniture shall include a conference table and seating for six. The room must be lockable and slab-to-slab drywall partition.

- Secure Storage (200 sf): This secure storage room should be an interior room that does not share a common exterior wall and be constructed of slab-to-slab drywall with [REDACTED] (b)(5) [REDACTED] (b)(5) If the area above the ceiling is a return air plenum, required openings in the drywall are permitted, provided the [REDACTED] There will be no single opening in the [REDACTED]

(b)(5)

Hinges of the entrance door into the secured evidence storage room will meet the requirements of perimeter entrance doors. [REDACTED] (b)(5) covering

the entrance and majority of space will be installed inside the room. The locks on the entrance door into the secured storage room will be (b)(5)

(b)(5) Vents, ducts, and all other openings inside the secured storage area exceeding 100 square inches must be protected by (b)(5)

An alternative is to install (b)(5)

All vents and ducts inside the secured storage area will have a (b)(5)

All access ports must be installed within the EPA perimeter of the facility.

- Evidence Room/Grand Jury Storage (250 sf): This room shall be located (b)(5) (b)(5) Access to this room will be through (b)(5) A sliding metal gate should preferably be provided that would separate this vault from (b)(5) Floor live load capacity and finishes shall be office standard. Furnishings shall consist of metal shelving for storage of physical evidence. This is to be (b)(5) walls shall be (b)(5) (b)(5) with the same requirements as the (b)(5)
- Copy/Mail Room (100 sf): This space does not have to be an enclosed room; it shall be located within the CID suite, adjacent to the evidence and grand jury room. It will house a multifunction print/copy/scan device (MFD), shredder, recycling bin, and incidental storage in overhead cabinets.
- Staging (80 sf): This room is used to house common equipment required to support alarm and access control panels. Equipment rooms are typically centrally located. The room should be dust free with positive air pressure where possible. A minimum of 2 separate dedicated 120 V @ 20-amp quad electrical outlets installed for common equipment. Outlets should be installed at heights that adhere to building electrical codes, typically 18" above finished floor. Additional circuits may be required as equipment density is increased. A dedicated building ground that is compliant with the EIA/TIA 607 should be installed by certified electrical contractors into each closet for equipment grounding. Install (b)(5) on equipment room door. Door will be equipped with an automatic door closer and a mechanical combination push-button lock. Ceiling space above equipment room should be open and clear of major HVAC systems and duct work, including major motors, elevator motors, generators, or equipment that induces excessive EMI, and/or RFI to the telecommunication equipment or systems. Space is also required to accommodate case/investigative files located in existing SpaceSaver file units.

1.5 FLOOR DISTRIBUTED SUPPORT

Distributed support is provided at the floor level and not assigned to any particular office or division. These spaces include enclosed breakroom/pantry areas and LAN/Telecom closets. In general, floor-distributed spaces are to be located consistently on every office floor for mechanical efficiency and communication distribution achieved by stacking. While these spaces have been estimated based on overall population, the actual size and layout will depend on the size of the floor plate and the number of personnel it will accommodate. Brief descriptions of the floor distributed spaces are provided below; noting requirements above those of standard office spaces (e.g., direct exhausts).

1.5.1 Breakroom/ Pantry (8 total, 150 sf each)

Allocated at 1 per 100 persons. Each office floor shall have a break room/pantry, which shall be an enclosed room with drywall partition walls. This room shall be furnished with built-in cabinets for the storage of basic office kitchen supplies as well as a refrigerator with icemaker, sink, and microwave. There will be at least one vending machine. In addition, space for accommodating recycling bins for cans, bottles and other recyclables is

needed. Finishes and floor loading shall be standard, with non-VCT resilient flooring. Limited tables/seating may also be provided. These rooms require slab-to-slab partitions and direct exhaust.

These rooms should be conveniently accessible to the occupants of the entire floor and could be located adjacent to the core or preferably on the exterior wall with windows as determined by EPA during design development. The rooms shall be vertically stacked and directly exhausted to the outside.

1.5.2 LAN / Telecom Rooms (8 total, 100 sf each)

Allocated at 1 per 100 persons. Each EPA occupied floor shall have at least one enclosed lockable LAN / telecom room with slab-to-slab drywall partitions. These rooms must be dedicated to the exclusive use of telecommunications equipment to provide proper the environment and security. They cannot occupy partial spaces within mechanical or electrical rooms. In many cases support staff need access to the Telecommunication Closets and adequate safeguards cannot be provided in shared-use environments. Access to these rooms should be (b)(5)

The LAN / telecom rooms shall be vertically stacked and located such that the angular transitions between the server equipment and the end-user computers are minimal and the network cabling distance is no more than 90 meters conforming to TIA/EIA-568-B. It should be designed to provide an average distance of 150 feet. Cable feet distance is defined as the total distance of the route the actual station cable must follow, both horizontally and vertically, between the Telecommunication Closet and the outlet location. An additional room is required if this distance is exceeded. The average distance between the user outlets and the Telecommunications Closet should be in the 100 to 150-foot range. The room shall be capable of housing two Telecom racks with proper clearance for code adherence. EPA requires CAT6A runs to each workstation or wall jack, providing up to 1 gig connection speed with future equipment. At a minimum, provide standard CAT6A that will support a 1000 Mbps connection speed. If the procured space features a large floor plate and a single LAN/telecom room cannot reasonably serve all the networked equipment on that floor, a second LAN / telecom room will be considered to meet the horizontal cabling distance requirement. Multiple rooms located on the same floor must be interconnected with conduits or cable trays.

- a. Equipment: Each LAN Room will house communications equipment racks, switches, power for the switches provided from the computer room UPS, and if required, supplemental cooling units.
- b. Sleeves: The LAN Rooms shall house an integral cable riser pathway consisting of (b)(5)
(b)(5) There shall also be 4 horizontal sleeves to provide clean pathways to cable trays.
- c. HVAC: The rooms must have 24x7 HVAC. Lessor shall verify specific equipment heat loads and other requirements for each room prior to finalizing design. Supply air from the regular air handling units shall be introduced to the rooms to provide for the code required outside air. If necessary, supplemental cooling units must be provided. Sufficient heating, ventilating, and air conditioning (HVAC) sensors and control equipment must be installed to provide a constant environment for this space. In addition, a passive heat exchange must be designed into the space to reduce overheating of equipment during times of building HVAC shut-down.
- d. Restrictions: Building Management Systems and other base building service panels (b)(5)
(b)(5) EPA's security system panel, if required (b)(5) LAN Rooms shall not be located directly adjacent to potential sources of electromagnetic interference (electrical switchgear, transformers, mechanical equipment rooms, large pumps, etc.), stairwells, elevator shafts or other elements that would preclude access to, and cable distribution from, the rooms. Their location must not be proximate to potential sources of flooding, such as supply or drain lines, toilets, janitor's closets, etc. Any supplemental cooling unit and associated piping shall not be located above server

racks. No pipes intended for fluids or gas shall transition through these rooms. Additional equipment, such as fire alarm panels and/or building monitoring equipment, [REDACTED]

(b)(5)

- e. Other criteria: The LAN Rooms shall also be designed in accordance with the following:

Room Size

Construction

Finishes

Lighting

Ceiling

Floor Finish

Doors

Temperature Range

Humidity Range

Electrical

Grounding

(b)(5)

1.5.3 Supply Rooms (8 total, 100 sf each)

Allocated at 1 per 100 persons. Each EPA-occupied floors shall have at least one enclosed supply room. Access to these rooms should be directly from hallways, not through offices, or mechanical spaces. These rooms will require lockable doors and will accommodate warehouse-type shelving.

1.6 CENTRAL FUNCTIONS

EXHIBIT 7: LIST OF CENTRAL FUNCTIONS AND ESTIMATED AREAS

Central Function	Area	Central Function	Area
Reception, Security Operations & Badging	450 sf	Shipping / Receiving	2,000 sf
Public Information Center & Library	1,000 sf	Mail/Supply/Copy Center	2,000 sf
Conference Center	6,820 sf	Health Unit	700 sf
Training Room	900 sf	Lactation Room	120 sf
Regional Breakroom	1,600 sf	Bike Room & Showers	1,200 sf
Regional Computer Center	900 sf	Credit Union	220 sf
Regional Emergency Response Center	2,330 sf	Union Office	200 sf
Regional Records Center	3,500 sf	Employee Store	400 sf
Superfund Record Center	3,500 sf		
		Central Functions Total	27,840 sf

The Central Functions, although managed by a specific office or program, normally serve the needs of the entire regional office. Many of these functions have specific locational requirements and require above-standard infrastructure not typically provided in the office type spaces (See Exhibit 9).

Following are brief descriptions of the spaces as well as their specific requirements. The bubble diagrams that accompany some of these descriptions are provided only to indicate relationships between various spaces and circulation. They are NOT design concepts. The actual design will be contingent upon building, floor configuration, and location of space in block and stack.

1.6.1 Reception, Security Operations, and Badging 450 sf

The general security of the facility and the entrance security in particular, shall comply with the Interagency Security Committee's (ISC) standards and best practices for Federal facilities.

- a. EPA Reception (0 sf): EPA will require a reception integrated into the building lobby, located near the facility entrance along with the entrance security and screening equipment. Security and screening equipment, at a minimum will include X-Ray machines and magnetometers. The EPA reception will consist of a reception desk and a waiting area for up to 16 visitors. Final layout will be determined during design stage.
- b. Security Monitoring Office (300 sf): A security monitoring office shall be provided for use by EPA's security personnel to manage and monitor the security of the EPA spaces throughout the building. It houses

(b)(5)

Based on the configuration of the building offered, the Security Monitoring Office shall be located either:

(b)(5)

- c. Badging Office (150 sf): This lockable office shall house functions associated with the enrollment, fingerprinting, photo-taking and other processing related to the Agency's security system (including keycard activation, deactivation, etc.). The Region's (b)(5) will also be installed here. A workstation for computers, desk-mounted printers, as well as a photographing area is required in this space. Ancillary storage space for stationery and supplies is also required. Based on the configuration of the building offered, the Badging Office shall be located with Region 3 facilities personnel. The walls of this office shall be constructed slab-to-slab. Provide 10x110V duplex outlets, 4x110V quad outlets and 4 data/voice outlets.
- d. Technical Criteria:

HVAC - Isolated System	The lobby and the integrated reception area should preferably have an independent return-air system which is not shared with the remaining areas of the building; the ventilation systems should have isolation dampers that can be closed to isolate the system. At a minimum, the lobby should be directly exhausted to the outside.
Electrical	All equipment in the monitoring office (servers, recorders, monitors, communication systems, etc.) and reception security (such as the magnetometer and X-ray equipment) (b)(5)
Security/Access	
<i>General</i>	The entrance security layout and infrastructure may be subject to review and approval by FPS and EPA.
<i>Keycard</i>	Required for (b)(5)
<i>Video Surveillance</i>	Required for (b)(5)
Miscellaneous	Provide space and hookup for eight wall-mounted 30" flat panel monitors; STC/LTC cameras are to be placed in locations to be determined during the design development stage.

1.6.2 Public Information Center (PIC) & Library..... 1,000 sf

This space combines two Region 3 functions: the Public Information Center, which is a community resource for information about environmental issues and the programs of the EPA; and the Region 3 Library, a repository of information for its employees.

This is both a public facing and staff serving function and should be designed to be welcoming to individual visitors, school groups, and employees. A visible location and a view in from passersby are desirable. Access to the exhibit area should not require visitors to pass through EPA employee or secure spaces.

- a. Reception/Staff Area (100 sf): A reception desk and an area with brochures/handouts should welcome visitors to the PIC and be situated to oversee activities in the exhibition area. The reception desk shall have a transaction counter, work surface with standard computer stations for 2 staff members, and a desktop multi-function printer/scanner/copier.
- b. Lounge/Reading Area (100 sf): Lounge-type seating and displays for new publications and books.
- c. Exhibition/Display Area (200 sf): The exhibit area shall be an open flexible space for rotating exhibits of various media. Audio-visual exhibits will be an important component, and wall mounted/recessed AV displays shall be incorporated. The specific AV technologies will be determined during the design development process (see Section 1.9). Furnishings may include built-in displays, bookshelves, and interactive displays.
- d. Stacks (320 sf): Mobile high-density shelving of storage for books, journals, media, etc. Layout will be determined during design development. It is preferred that this area have ceilings of at least 10'-0" [See Section 1.8 for mobile high-density shelving assumptions and structural considerations].
- e. Microfiche Room (80 sf): This room will facilitate viewing microfiche as well as for providing one to one training and/or research support by library personnel to Region 3 employees. A storage cabinet for Microfiche files may be located within the room.
- f. Internal Circulation (200 sf): A 25% allowance has been provided for internal circulation. The actual circulation will depend on the configuration of the PIC as well as the efficiency of the offered space.
- g. Preferred Location and Adjacency Requirements - located on a public floor on the lower level; it shall be accessible from the entrance without requiring visitors to travel through EPA spaces.
- h. Technical Criteria:

Structural - Ceiling height	10'-0" (or higher) is preferred.
Architectural	
Walls	<ul style="list-style-type: none"> • Majority of the wall on one of the longer sides must be available for display. These walls must be reinforced or blocked for hanging items and mounting monitors. • A glass wall or glazed openings are desired on portions of the room to encourage visitors.
Doors	Entry door to the exhibit space shall be glass.
Windows	Windows that show off the display to passersby are desired.
Electrical	<ul style="list-style-type: none"> • Versatile arrangement of power/signal for flexibility - ceiling, walls, floor (visually unobtrusive) especially on the exhibit area

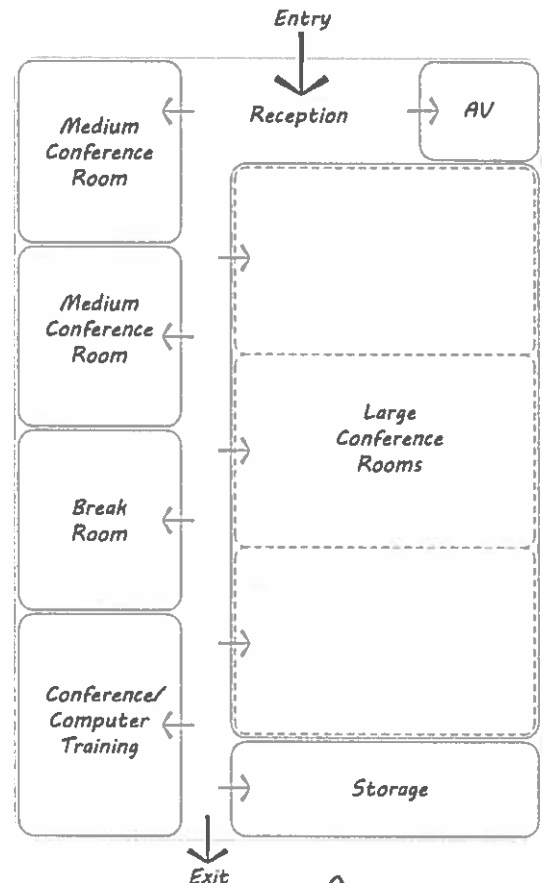
Lighting - Controls	<ul style="list-style-type: none"> Ambient lighting with grid/array of adjustable accent fixtures and wall washers in the exhibit area to allow flexible illumination of varied exhibits. Separate circuits and controls for reception. Minimum 50 foot-candle at the microfiche room, stack area and casual seating areas
Miscellaneous	
Audio Visual	The exhibit area shall be designed to accommodate advanced video and projection capabilities. The specific audiovisual technologies to be adopted will be determined during the design development process.
Acoustic	<ul style="list-style-type: none"> Partitions shall have STC 45 at a minimum. Noise Criterion (NC) of 35 or better

1.6.3 Conference Center 6,820 sf

The Conference Center facilitates large meetings and conferences not only involving Region 3 staff but also events involving visitors. It also facilitates computer-based training for EPA staff. Given the public nature of some of its functions, the Conference Center shall be planned such that it is conveniently accessible to the public and does not require traveling through EPA employee spaces or secure spaces.

All conference rooms must be column free to the extent possible. The rooms shall preferably be rectangular in plan. The room dividers and the perimeter walls shall have a minimum STC rating of 50. Ceiling heights shall benefit the area of the room. The ceiling heights for the large conference rooms shall be a minimum of 10 feet. Floor outlets for power, data and audio-visual connectivity are required in all conference/meeting rooms.

- Reception (400 sf): This area, located at the entry of the conference center, is set aside to allow a gathering place for persons attending meetings and an area to check in and/or be directed to the room where their meeting is taking place. A reception desk is required as are lounge seating and tables. A desktop multi-function printer/scanner/copier shall be included at the reception desk. Wall mounted monitors with conference information.
- Large Conference Rooms (3 rooms totaling 3,000 sf): These rooms will be used for large gatherings, seating approximately 220 when combined. It shall be furnished so as to be reconfigurable. For increased flexibility, the rooms shall have acoustically rated retractable walls to allow subdivisions or combinations. All the divided and undivided rooms shall be equipped with audiovisual projection capability for multiple seating configurations. The specific audiovisual technologies to be adopted for Region 3 Headquarters will be determined during the design development process (see Section 1.9 for additional discussion).



- c. Conference/Computer Training Room [600 sf]: This room will be used for meetings and also for computer training using laptops and audio-visual technologies. The room shall be equipped with audiovisual projection capability. The specific audiovisual technologies will be determined during the design development process.
- d. Medium Conference Rooms [2 x 500 sf]: These rooms will be used for meetings and shall be equipped with audiovisual projection capability. The specific audiovisual technologies will be determined during the design development process. The rooms shall have up to 8 duplex convenience outlets in each, to be located when the room layout is determined (see Section 1.9 for additional discussion).
- e. Lounge/Break Room [500 sf]: This room is break-out space for the conference rooms, supplied with lounge furniture and/or small tables. A kitchenette shall be included, for the preparation/serving of beverages and catered food. This room shall be furnished with built-in cabinets for the storage of basic office kitchen supplies as well as a refrigerator, coffeemaker, sink, and microwave. There shall be approximately 10 linear feet of counter space for food preparation and setup. A sink is required. Space for accommodating recycling bins for cans, bottles and other recyclables is needed. Flooring shall be non-VCT resilient tile. There will be wall mounted monitors with conference information.
- f. Conference Center Storage [500 sf]: This space will hold furniture and equipment not in use. It could be a single contiguous space centrally located within the conference.
- g. Audio-Visual Room [200 sf]: The audio-visual room shall be located conveniently within the conference center so that it can serve all the conference rooms. The specific audiovisual technologies to be adopted for Region 3 will be determined during the design development process (see Section 1.9 for additional discussion) and the equipment and infrastructural requirements of the Audio-visual Room will also be determined at that stage.
- h. Internal Circulation [620 sf]: An allowance has been provided for internal circulation (estimated at 10% of the other spaces). The actual circulation will depend on the overall layout and configuration of the conference center as well as the efficiency of the floor plate offered.
- i. Preferred Location and Adjacency Requirements: A lower level or main floor location near the public visitors' entrance and building lobby/security is preferred. It shall be accessible from the public entrance without allowing access to visitors through EPA workspaces.
- j. Technical Criteria:

Structural	
<i>Ceiling height</i>	8'-6" minimum for typical conference rooms, 10'-0" (or higher) for the large conference rooms is required.
<i>Floor Loading</i>	Storage Room shall have at least 150 lbs/sf.
Architectural	
<i>Floors</i>	Non-VCT resilient flooring for the Conference Center Storage Room, Break Room and Coat Room.
<i>Walls</i>	<ul style="list-style-type: none"> • Provide operable walls between large conference rooms so they can be combined for larger meetings. The retractable walls shall be operable without the use of tools or handles. • At least 2 walls in each room to be reinforced for mounting of monitors and other equipment. • Perimeter walls of the conference rooms shall be slab-to-slab.
<i>Doors</i>	Conference room doors shall be 4' wide doors or standard double doors with door closers and floor-mounted door stops.

<i>Windows</i>	Preferably, the Conference rooms should not have any window openings. If windows are present, light-tight blackout shades in tracks shall be installed. Windows are desired for the Lounge/Break Area and Reception.
HVAC	
<i>Thermal Comfort</i>	<ul style="list-style-type: none"> Each of the subdivided conference rooms shall be separately zoned for heating, cooling, ventilation. Ventilation should be tailored to occupancy using CO₂ sensors. Break Room shall be directly exhausted to the outside.
<i>Special Filtration</i>	Provide ventilation consistent to ASHRAE 62.1 – 2013 for high occupancy areas.
Electrical	<ul style="list-style-type: none"> AV equipment shall have dedicated circuits Adequate power outlets needed for Break Room appliances. Power outlets within 6 feet of the sink must be GFI.
Plumbing	The Lounge/Break Room shall have a sink.
Lighting	
<i>Lighting Controls</i>	Each of the conference rooms and their subdivided spaces shall have zoned programmable lighting systems with dimming controls and the ability to separately darken any single wall without darkening the entire room.
<i>Illumination Level</i>	50 foot-candle (f-c) required at 36" above finished floor levels.
Miscellaneous	
<i>Audio Visual</i>	The large and medium conference rooms shall be designed to accommodate advanced projection capabilities and shall have video conference capability. The specific audiovisual technologies to be adopted for Region 3 Offices will be determined during the design development process (see Section 1.9 for additional discussion).
<i>Acoustic</i>	Partitions shall have STC 45 at a minimum. The retractable walls shall be operable without the use of tools or handles and shall have a minimum STC rating of 45. Ceilings shall be treated to achieve a minimum NRC of 0.85. Overall, rooms must have a minimum noise isolation class (NIC) of 40.

1.6.4 Training Room 900 sf

The training room will seat 40-60 people in a range of seating configurations—conference, group discussion, presentation and hands-on using laptops. The room shall be equipped with audiovisual projection capability. The specific audiovisual technologies will be determined during the design development process. See Section 1.9 for additional discussion.

- Preferred Location and Adjacency Requirements: The Training Room should be in a location convenient to all employees. This space is not to be a part of the Conference Center.
- Technical Criteria:

Structural - Ceiling height	8'-6" minimum above the finished floor.
Architectural	
<i>Walls</i>	<ul style="list-style-type: none"> Perimeter walls shall be slab-to-slab with and STC 45 rating or better. At least 2 walls to be reinforced for mounting of monitors and other equipment.
<i>Windows</i>	The room should have windows, with darkening shades for AV presentations
HVAC - Thermal Comfort	The room shall be separately zoned. Ventilation should be tailored to occupancy using CO ₂ sensors.

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Electrical	<ul style="list-style-type: none"> • AV equipment shall have dedicated circuits. • Up to 15 duplex convenience outlets in the raised floor
Lighting	
<i>Lighting Controls</i>	The Training Room shall have a zoned programmable lighting system with dimming controls and the ability to separately darken any single wall without darkening the entire room.
<i>Illumination Level</i>	50 foot-candle (f-c) required at 36" above finished floor levels.
Acoustic	Partitions shall have STC 45 at a minimum. Overall, room must have a minimum noise isolation class (NIC) of 40.

1.6.5 Regional Break Room..... 1,600 sf

The Break Room shall be conveniently accessible to all employees. The room will be used in different configurations for employee lunches, meetings and events. The room shall be equipped with audiovisual projection capability (specific AV technologies will be determined during design development). One portion of the room will be configured as a kitchenette and serving area of approximately 300 sf. The kitchenette will have a serving counter with storage below, approximately 20 linear feet in length, with additional counter and upper cabinets opposite, where there will be the following appliances: 2 commercial microwaves, coffeemaker, 2 commercial refrigerators, and an ice maker. This work area will have a double sink. The break room will have storage for tables and chairs of approximately 55 square feet. There will be up to four vending machines.

- a. Preferred location and adjacency requirements. The Regional Break Room should be in a location convenient to all employees, and not where large gatherings may disrupt adjacent functions. The space should have easy access from the loading dock and be adjacent to the Employee Store.
- b. Technical Criteria:

Structural – Ceiling height	8'-6" minimum
Architectural	
<i>Floors</i>	Non-VCT resilient flooring
<i>Walls</i>	<ul style="list-style-type: none"> • Perimeter walls shall be slab-to-slab and have a minimum STC rating of 45. • At least 1 wall to be reinforced for mounting of monitors and other equipment.
<i>Windows</i>	The room should have windows and a pleasant view. Windows require darkening capability using shades or blinds.
HVAC	
<i>Thermal Comfort</i>	<ul style="list-style-type: none"> • The room shall be separately zoned. • Kitchenette area shall be directly exhausted to the outside.
<i>Special Filtration</i>	<ul style="list-style-type: none"> • Provide ventilation consistent to ASHRAE 62.1 – 2013 for high occupancy areas. Ventilation should be tailored to occupancy using CO₂ sensors. • Local exhaust for the kitchenette appliances.
Electrical	<ul style="list-style-type: none"> • Adequate power outlets needed for appliances. Power outlets within 6 feet of the sink must be GFI. • AV equipment shall have dedicated circuits.
Plumbing	The room shall be fitted for sinks.

Lighting	
<i>Lighting Controls</i>	The Break Room shall have a zoned programmable lighting system with dimming controls and the ability to separately darken any single wall without darkening the entire room.
<i>Illumination Level</i>	50 foot-candle (f-c) required at 36" above finished floor levels.
Miscellaneous	
<i>Audio Visual</i>	It shall be designed to accommodate advanced projection capabilities and shall have video conference facility. The specifics will be determined during the design development process.
<i>Acoustic</i>	Partitions shall have STC 45 at a minimum. Overall, room must have a minimum noise isolation class (NIC) of 40.

1.6.6 Regional Computer Center 900 sf

The Regional Computer Center is comprised of three rooms: the main Rack room, the Burn-in room and the Help Desk/Equipment room. The Computer Center shall be located centrally within EPA's occupied spaces in the building. Access to the Computer Center from the loading dock shall be sufficiently wide and structurally adequate to handle the future replacement of the large and heavier equipment contained within.

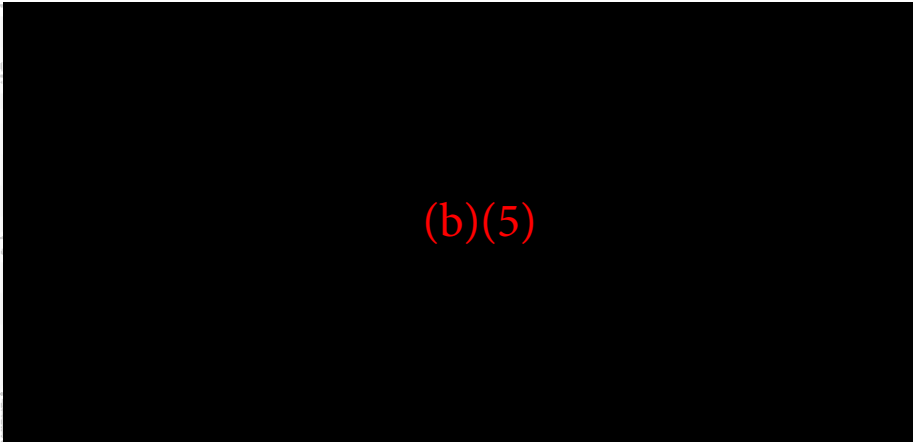
- a. Server/Telecom Room (500 sf): This room will house

(b)(5)

- b. Burn-In Room (200 sf): The Burn-in room is for IT personnel to configure, test and repair various IT equipment. Worktable space and shelving is needed along with some enclosed storage cabinets. The type and quantity of equipment that will be tested is likely to require a level of cooling and exhaust beyond that normally provided to typical office spaces but does not need to be available 24/7. The room shall be adjacent to the Server Room. One or two staff members are anticipated to be working in this room at any given time but will have their assigned workstations elsewhere.
- c. Help Desk Area (200 sf): Help Desk personnel assist EPA employees with hardware and software issues and sign out laptops to traveling employees. Two to three persons will work in this area. Storage cabinets will be provided for laptops and associated equipment. The Help Desk does not need to be within the Computer Center. It should be conveniently located for walk-up customers but must be enclosed because much of the support work is conducted on the phone.
- d. Preferred Location and Adjacency Requirements: The Computer Center shall be located above grade and preferably away from exterior walls. It should be isolated from interference caused by high voltage transmission lines and radio transmission facilities. The Burn-in Room must have easy access from the service elevator.

e. Technical Criteria:

Structural	
<i>Floor Loading</i>	200 lbs/sf minimum for the Server Room.
<i>Ceiling Height</i>	Minimum 8'-6" (minimum clearance 1 foot above racks).
Architectural	
<i>Walls</i>	Server Room shall have a slab-to-slab wall with minimum (b)(5)
<i>Floors</i>	Provide a clean structural floor.
<i>Doors</i>	The doors leading to the Server Room and Burn-In Room shall be 4'-wide or standard double doors with (b)(5)
<i>Ceiling</i>	Watertight slabs are required over the Server Room. No pipe penetrations (water / waste / fuel) are permitted through the Server Room and Burn-In Room. Ceiling tiles must have a minimum NRC of 0.75.
HVAC	
<i>Thermal Comfort</i>	<ul style="list-style-type: none"> • 70-75 deg F maintained on a 24/7 basis; • 45% ± 5% RH on a 24/7 basis • Preference for dual Air Conditioners instead of a single unit.
<i>Special Filtration</i>	Use high efficiency filters (min. 90% dust spot or MERV 14).
<i>Other</i>	<ul style="list-style-type: none"> • Server Room and Equipment Room shall have (b)(5) • (b)(5) Airside economization should be considered. • Air Conditioning should be capable of handling 20 KW of heat generating equipment. • Recommended use of containment and/or other energy conservation methods.
Electrical	
<i>Backup Generator</i>	(b)(5)
<i>Special/Extra Power</i>	
<i>Electrical Other</i>	
<i>Lighting Controls</i>	

Security/Access	
Keycard	
Video Surveillance	
Emergency Notification	
Fire Suppression	

1.6.7 Regional Emergency Operations Center (REOC) 2,330 sf

The Regional Emergency Operations Center (REOC) needs to be immediately available, fully equipped and configured for support of daily operations and *Incidents of Regional and National Significance*. It is managed by the Superfund and Emergency Management Division. The REOC has specific requirements for its workspaces and AV/IT to operate smoothly through catastrophic events. The REOC must be

(b)(5)

The REOC has special technical requirements. It requires an

(b)(5)

(b)(5)

The HVAC system for REOC shall

(b)(5)

During emergencies, the REOC often requires

(b)(5)

Many of the REOC spaces require advanced audio-visual equipment and projection capabilities. Specific A/V requirements will be determined during the design development process [see Section 3.8 for additional discussion].

The Region 3 REOC shall have (b)(5) and has the following components:

- a. Main Conference [800 sf]: This is the primary planning room in the event of an emergency. The room will have conference setup for up to 20 people. Equipment required includes multiple large monitors with satellite and Cable TV hookups as well as advanced projection capabilities. The room shall also be equipped for video-conferencing and have at least 12 phone and data connections. Shelving and low storage will be provided for material that may need to be readily available during emergency meetings. While there are no emergencies, the room will be available to be used by other EPA organizations.
- b. Senior Briefing Room [280 sf]: The conference room should accommodate approximately 12 people in conference arrangement. This room shall also be equipped with multiple large monitors with satellite and Cable TV hookups, advanced projection capabilities, and video-conferencing. The room requires up to 8 phone and data connections. This room may be scheduled by other EPA organizations when there is no emergency.
- c. Office [120]: This room is used routinely as a small meeting room and becomes the command center office in an emergency. The office needs to be equipped with monitors with satellite and cable TV hookups, advanced projection capabilities, video-conferencing and phone and data connections.
- d. Staff Workstations [2 x 60]: Two EPA staff members are permanently assigned to the Emergency Response Center, seated in typical 60 sf workstations, with standard computer and connections.
- e. Benching Area [480 sf]: This is an area adjacent to the main conference room that accommodates 10 staff members in carrels configured for phone and laptop use with connections to (b)(5). This area also needs to accommodate a 60" wide plotter. The room shall have multiple large screen monitors with satellite and cable TV hookups, advance projection capabilities and videoconferencing capability.
- f. Copy/Fax Room [100 sf]: An enclosed room will house a multi-function device (MFD) for printing and copying, a networked scanner and built-in shelving or storage for copier paper and supplies. A counter area shall accommodate incidental finishing equipment, and a shredder will be included. The copy room must be exhausted to the outside.
- g. Storage [140 sf]: Two storage rooms are provided: files (60 sf), and field clothing/gear (80 sf).
- h. AV/Server Room [80 sf]: Adjoining the Command Center, this room will be utilized to house racks for AV equipment. A dedicated uninterruptible power supply (UPS) system for this room may require 208V supply. May require a live floor loading of up to 150 lbs/sf contingent upon the equipment used. A supplemental cooling unit may also be required within the space.
- i. Internal Circulation [210 sf]: An allowance has been provided for internal circulation (estimated at 10% of the other spaces). The actual circulation will depend on the overall layout and configuration of the REOC as well as the efficiency of the floor plate offered.
- j. A demarcation point for the specialized services that REOC requires will need to be provided. The REOC requires (b)(5)
- k. Preferred Location and Adjacency Requirements - Directly accessible from (b)(5)

(b)(5)

The large conference room should be accessible to other EPA employees routinely but must allow restricted access to REOC employees during an emergency. Its location would be on the

(b)(5)

I. Technical Criteria:

Structural - Ceiling Height	(b)(5)
Architectural	
Floors	
Walls/Doors	
HVAC	
24/7 Operation	
Direct Exhaust	
Electrical	
Backup Generator	
Special/Extra Power	
Special Outlets	
Other	
Lighting Controls	
Audio Visual	
Acoustic	

1.6.8 Regional Records Center 3,500 sf

The Regional Records Center (RRC) consolidates multiple record rooms serving the various divisions in a single location and flexible Center. This central repository of all records (other than Superfund), is expected to streamline storage and retrieval of records for EPA personnel. It also is expected to increase efficiency in response to requests for information, reduce duplication of effort and be a single point of transaction for all non-Superfund record needs. The RRC will store records in an active or semi-active status, as well as records that have been recalled from off-site repositories such as the Federal Records Centers (FRC). Access to the records shall be secure and monitored. Enclosed CBI rooms may also be co-located with the RRC subject to appropriate access restrictions and chain of custody requirements. The RRC consists of the following:

- a. Mobile High-Density Storage [1,875 sf]: This area will have rows of mobile high density (HD) shelving systems capable of storing about 7,000 to 8,200 linear feet (lf) of records in preferably 15-inch deep shelves. [See Section 1.8 for mobile high-density shelving assumptions and structural considerations]. The mobile HD shelving system shall provide carriage level locks to restrict access to programs to their

respective records only, to ensure the integrity and continuity of the records. Currently six divisions or offices have records that are to be stored here - Air and Radiation Division (ARD), Enforcement and Compliance Assurance Division (ECAD), Water Division (WD), Land, Chemical, and Redevelopment Division (LCRD), Administration and Resource Management Division (ARMD), and Office of Regional Council (ORC).

- b. Work/Support Areas (725 sf): Areas for each program shall be located proximate to their respective storage areas.
- c. Aisles/Internal Circulation (900 sf): It is estimated that the aisles serving the bank of HD files and internal circulation of the RRC will require an area about 35% of the Mobile High-Density Storage and Work/Support Areas. The actual circulation will depend on the overall layout and configuration of the regional records center as well as the efficiency of the floor plate offered.
- d. Preferred Location and Adjacency Requirements:
 - Locate near (or conveniently accessible from) the loading docks, service entries and freight elevator.
 - Ideally, this space should be located proximate to the Superfund Records on the lower levels.
- e. Technical Criteria:

Structural	
<i>Floor Loading</i>	High-Density Filing Area shall have a minimum floor loading of 200 lbs/sf [See Section 1.8 for mobile high-density shelving assumptions and structural considerations]
<i>Ceiling Height</i>	High Density Filing Area shall have a minimum ceiling height of 10'-0". [See Section 1.8 for mobile high-density shelving assumptions and structural considerations]
Architectural	
<i>Floors</i>	Aisles serving the mobile high-density shelving areas shall have sealed concrete or other non-vinyl resilient flooring.
<i>Doors</i>	To allow large carts and pallets, the doors to the record storage areas shall have standard double doors.
Lighting	
<i>Lighting Controls</i>	Occupancy sensors required in the Records Storage area.
<i>Illumination Level</i>	Provide 50 foot-candles from overhead lighting at 30 inches from finished floor in the common work spaces and layout tables of the Record Storage Area and work/support spaces. In other areas provide 30 foot-candles at 30 inches from the floor.
Security/Access	
<i>Keycard</i>	(b)(5)
<i>Video Surveillance</i>	

1.6.9 Superfund Records Center 3,500 sf

The Superfund Records Center is administered by EPA's Superfund Division. The Center has a highly process driven work flow and a need for extensive records storage requirements. The Center consists of the following components:

- a. Mobile High-Density Storage (1,700 sf): This area will have rows of mobile high-density shelving systems capable of storing between 8,000 to 9,500 linear feet (lf) of records, preferably in 15" deep shelves. [See Section 1.8 for mobile high-density shelving assumptions and structural considerations]. The system shall provide carriage level locks to ensure restricted access to the records.
- b. Work/Support Areas (600 sf): The work area shall be configured to facilitate the linear workflow of the Superfund Records Center Personnel. The work area shall have a transaction counter located near the entrance so that transactions involving larger volumes of records could be brought in through the door if necessary. A total of 14 work spaces shall be provided to facilitate the linear workflow starting from the transaction counter. Each workspace shall be large enough to accommodate personal computers and small peripherals. The work area shall also accommodate up to 12 Times-Two cabinets, 4 standard storage cabinets (15" deep shelves), three map storage units, and a large work top (about 36 square feet) for desktop printers, scanners, peripherals and finishing work. The room requires standard data, voice and power connections at each work space and additional data and power connections for printers, scanners and peripherals near the work area.
- c. Document Review Room (100 sf): This shall be an enclosed room with two workspaces set up for reviewing records. Provide standard duplex power outlets for each space.
- d. Sequestered File Storage (300 sf): This is a separate area within the file storage area for temporary storage of files that are held during litigation or other ongoing activity.
- e. Aisles/Internal Circulation (800 sf): An allowance has been provided for internal circulation for this entire area (estimated at about 30% of the other spaces). The actual circulation will depend on the overall layout and configuration of the records center as well as the efficiency of the floor plate offered.
- f. Technical Criteria:

Structural

<i>Floor Loading</i>	The minimum floor loading for the areas supporting mobile high-density shelving shall be 200 lbs/sf [See Section 3.7 for mobile high-density shelving assumptions and structural considerations].
<i>Ceiling height</i>	Minimum 10'-0" for the areas supporting mobile high-density shelving [See Section 1.8 for mobile high-density shelving assumptions and structural considerations].

Architectural

<i>Floors</i>	Aisles serving the mobile high-density shelving areas shall have sealed concrete or other non-vinyl resilient flooring.
<i>Doors</i>	Access to record storage areas shall be designed to allow movement of pallets and dollies. All doors leading to the record storage areas shall be at least 4'-0" wide or be standard double doors.

Lighting

<i>Lighting Controls</i>	Occupancy sensors required in the Records Storage area.
<i>Illumination Level</i>	Provide 50 foot candles from overhead lighting at 30 inches from finished floor in the common work spaces and layout tables of the Record Storage Area and work/support spaces. In other areas provide 30 foot-candles at 30 inches from the floor.

Security/Access	
Keycard	(b)(5)
Video Surveillance	

1.6.10 Shipping / Receiving / General Storage 2,000 sf

The building shall have an enclosed loading dock available to EPA, preferably an exclusive assignment. The dock shall have a minimum height of 10 feet and be capable of accommodating both large and small trucks. If required, leveling docks shall be provided as base building equipment.

A shipping/receiving/storage room shall be located in close proximity of the loading dock with convenient access to the freight elevator. It will be used for incoming deliveries and general storage. It will also be used to store computers, peripheral equipment and supplies when they are received, later to be sent to the tech storage areas in the Mail/Copy/Staging Supply Center.

Implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas that deny contact with exposed primary vertical load members and/or lateral bracing members in these areas. A minimum standoff of at least 150 mm (six inches) is required.

Technical Criteria:

Structural	
<i>Floor Loading</i>	The minimum floor loading shall be 200 lbs/sf.
<i>Ceiling Height</i>	<ul style="list-style-type: none"> • Preferred minimum 10'-0" clear; no finished ceiling required. • No overhead or wall-mounted water or sewage pipes, with the exception of fire-sprinkler pipes intended for the room) shall traverse the space.
Architectural	
<i>Floors</i>	Sealed concrete flooring.
<i>Walls</i>	Provide slab-to-slab partitions at perimeter.
<i>Doors</i>	<ul style="list-style-type: none"> • Self-closing doors without sills or saddles. • All doors leading to the Shipping/Receiving/Storage room shall be at least 4'-0" wide or be standard double doors.
HVAC	
<i>Thermal Controls</i>	Temperature control between 65°F and 75°F; Relative humidity not to exceed 60%.
<i>Direct Exhaust</i>	Directly exhausted to the outside.
Electrical/Telecom	Power, telephone and data outlets are needed in the space.
Lighting	Lighting level of 30 fc at work plane. Emergency lighting integrated into the building emergency operating units.
Security/Access	
Keycard	(b)(5)
Video Surveillance	

1.6.1.1 Mail/Supply/Copy Center 2,000 sf

The Mail/Supply/Copy Center combines multiple functions that are managed by contract support personnel. These functions shall be co-located with convenient access and proximity to the building loading dock and freight elevators, ideally on the main level. At a minimum, the Screening/Staging area must be located near the loading dock, so that incoming mail and packages can be screened before being brought into EPA space.

The anticipated work flow of the mail function is as follows:

- Incoming mail, FedEx, UPS and other deliveries are to be received and screened in the Screening/Staging Area before they are processed and sorted by staff.
- Staff processes packages primarily in their workstations. Incoming mail, after being sorted, is delivered to the respective mail drop areas. Recipients of packages are electronically notified to come to the transaction window to pick up their packages.
- Outgoing mail and packages are typically received and metered by mail processing staff.

Note that the spaces accommodating the mail processing functions shall comply with configuration and workflow requirements prescribed in GSA's mail security guidance document.

High volume copy jobs and publications are also produced in this center, using a networked multi-function high-output device and a large-scale scanner/plotter. The center will also have a storage area with separate sections for general and technology items. A single storage space where the technology storage section is secured with a chain link fence and a lockable gate from the general section is acceptable.

The following are the requirements for the constituent spaces within the center:

- a. Screening/Staging Area (330 sf): This is the single point for delivery of mail and materials to the regional office. All incoming materials including mail, express packages, packages, and supplies will first be delivered here. This area will have, at a minimum, an X-Ray machine for screening all incoming shipments and packages and a down draft biosafety cabinet for examining mail. The screening/staging area shall be located adjacent to the shipping/receiving area and loading dock and screen all mail and packages before they enter EPA space. This will be a lockable, enclosed room with slab-to-slab drywall partitions. The ventilation for this space should preferably be an isolated system. At a minimum, it shall be directly exhausted to the outside.
- b. Mail and Supply Room (585 sf): This room is for the sorting and handling of mail, and the storage and distribution of office supplies. This area will house counters for sorting mail, metering equipment and sorting boxes, mail hampers and carts. The storage area accommodates approximately 350 cubic feet on 18" and 24" deep shelving.

Three supervisors (mail, supply, floating) and 6-7 staff member work in the Mail/Supply area and the copy center area. The 3 supervisors each will have 60 sf workstations. The other staff will have lockers and a shared seating area for their breaks and paperwork.

- c. Transaction Window/Counter (45 sf): Employees will pick up/drop off mail, copies, office supplies and packages at this transaction counter. The space shall be located such that it can be shared by the copy area and the mail/supply area. It must be accessible from the building corridor and preferably adjacent to an entrance door to the center. Incoming packages are delivered to recipients and outgoing mail/packages are received from senders through the window/counter. Copy jobs are handed to staff using the transaction window/counter. The adjacent door can be used for packages/production jobs that are too large for the window.

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- d. **Copying and Finishing Area (200 sf):** This space will accommodate one multi-function device with high output configurations, and 60-inch scanner/plotter. Adequate data (at least three network drops) and power outlets are required. The room will also require approximately 10 to 15 linear feet of counter space for collating, finishing and binding. Under-counter and overhead storage and shelving will hold paper and supplies. The space must be directly exhausted to the outside.
- e. **General Storage Area (400 sf):** Storage for office supplies and paper is located here. The storage area is planned for approximately 850 cubic feet of storage on 24-inch deep shelving, plus an additional 400 cubic feet on 36-inch deep shelving.
- f. **Tech Storage Area (190 sf):** A separate and lockable storage room will accommodate computer equipment and supplies. The storage area is planned for approximately 300 cubic feet of storage on 24-inch deep shelves. About 30-50 square feet of floor areas should be reserved for bulk storage.
- g. **Internal Circulation (250 sf):** An allowance has been provided for internal circulation (estimated at 15% of the other spaces). The actual circulation will depend on the overall layout and configuration of the Mail/Supply/Copy Center as well as the efficiency of the floor plate offered.
- h. **Preferred Location and Adjacency Requirements:** These functions should be co-located/close proximity to shipping/receiving and the building's loading dock and freight elevators. At a minimum, the screening/staging area must be located near the loading dock, so that incoming mail and packages can be screened before being brought into EPA space. It is desirable that screening/staging be located with at least one wall on the exterior wall of the building.
- i. **Technical Criteria:**

Structural	
<i>Floor Loading</i>	200 lbs/sf for the storage areas and 150lbs/sf for the Mail/Supply Room area.
<i>Ceiling height</i>	A 10'-0" ceiling height is preferred.
<i>Other</i>	Spaces accommodating the mail processing functions shall comply with configuration and workflow requirements prescribed in GSA's mail security guidance document.
Architectural	
<i>Floors</i>	Non-VCT resilient flooring for all areas
<i>Walls</i>	<ul style="list-style-type: none"> • Longest wall of the Screening/Staging area shall be reinforced for heavy duty shelving • Walls in these areas to have corner guards
<i>Doors</i>	Doors shall be 4'-0" minimum or standard double doors, to allow for large carts.
HVAC	
<i>Direct Exhaust</i>	Required for the Copying and Finishing Area
<i>Other</i>	The Screening/Staging Area shall be maintained at a negative air pressure relative to the surrounding areas. Preferably equipped with HEPA filters.
<i>Electrical</i>	Dedicated outlets for X-Ray machine (230V or as required by manufacturer)
Security/Access	
<i>Keycard Access</i>	(b)(5)
<i>Video Surveillance</i>	

1.6.12 Health Unit..... 700 sf

The Health Center should be easily accessible to EPA personnel, preferably adjacent or proximate to the fitness center, and have the following components:

- a. Nurse's Station and Reception [80 sf]: Located adjacent to the waiting area, the nurse's station and the reception shall have direct view of the entrance to the health unit and the visiting area. The nurse's station shall have a computer station and lockable file cabinets.
- b. Waiting Area [60 sf]: Shall have lounge type seating for up to four persons located at the entrance to the Health Unit.
- c. Accessible toilet [60 sf]: An ADA accessible toilet shall be provided within the health center.
- d. Treatment/exam room/bed rest [2x80 sf]: These rooms shall be used for treatment and examination as well as a bed rest room as necessary. Each room shall have a sink, a small counter space, and overhead medicine cabinets.
- e. Clean Utility Room [60 sf]: Enclosed room for the storage of clean materials and supplies. The room will have a counter and cabinets, sink and refrigerator.
- f. Soiled Utility Room [60 sf]: Enclosed room for the collection and disposal of soiled items.
- g. Storage/Equipment [70 sf]: Not necessarily an enclosed room, this space will be used to house supplies and equipment.
- h. Internal Circulation [150 sf]: An allowance has been provided for internal circulation (estimated at 10% of the other spaces). The actual circulation will depend on the overall layout and configuration of the health unit as well as the efficiency of the floor plate offered.
- i. Preferred Location and Adjacency Requirements: On the same floor as the Fitness Center.
- j. Technical Criteria:

General	Health Unit must meet all applicable health code requirements
Architectural	
<i>Floors</i>	Non-VCT resilient flooring
<i>Corridors</i>	Wide enough for a gurney or stretcher to be wheeled in and out of the exam rooms.
HVAC	<ul style="list-style-type: none"> • The health unit shall be directly exhausted to the outside. • The Clean Utility Room must be under positive pressure, and the Soiled Utility Room must be under negative Pressure. There may be regulatory requirements for minimum air changes
Plumbing	The exam rooms, Clean Utility and Soiled Utility rooms shall have sinks.

1.6.13 Lactation Room..... 120 sf

The lactation room is a secure room with keycard access designated for nursing mothers. It should be a quiet tranquil room, conveniently located for staff and in a discrete location near a ladies' restroom. The room shall have a non-VCT resilient floor, and a sink set in a counter, with a millwork under-cabinet designed for a compact refrigerator. Duplex outlets should be provided at the counter top (GCFI), and 2 others at the seating areas. The room shall be equipped with ceiling mounted hospital-type curtains dividing the space into 2 seating areas. Refrigerator and sink shall be located outside the curtained area.

1.6.14 Employee Store.....400 sf

The employee store sells EPA-branded items, such as mugs and t-shirts, to employees and visitors. The room will be furnished with a counter, shelving and storage cabinets. Location adjacent to the Regional Break Room is desired.

1.6.15 Bike Room and Showers..... 1,200 sf

The Bike Room and Showers shall be located at a lower level, preferably at the ground or first garage level with convenient access from the street, but adequate safety separation from vehicular circulation.

The bike room, which shall be provided for exclusive use by EPA employees, shall house bikes of men's and women's sizes on storage racks and hooks. The bike storage room shall have a minimum capacity to store 45 bikes for EPA employees. The partition walls shall have blocking for wall mounted bike hooks and hangers. This space needs basic temperature-controlled air and ventilation. The flooring in this area shall be sealed and painted concrete. Access to the room shall be card controlled.

Separate male and female shower facilities shall be provided adjacent or proximate to the bike room. Each shall have at least three showers (one ADA compliant); a toilet (ADA compliant); one sink; and at least 25 lockers.

1.6.16 Credit Union.....220 sf

The Credit Union provides consultation services to EPA employees in an office setting. Furnishings and finishes will be standard office. The room will contain a desk with computer station, credenza, two guest chairs, file cabinets, a floor safe, desktop multi-function printer/scanner/copier and a shredder. The Credit Union should be located near the Region Break Room.

1.6.17 Union Office200 sf

The Union Office has a work area for 2-3 staff members and a small conference table. The room shall have space for filing and print/copy function. The room shall be conveniently located for the Region 3 employees.

1.7 MISCELLANEOUS SPACE

Based on the efficiency of the building selected, the circulation/ layout factor may vary. Also, given the dynamic nature of the EPA mission, its requirements undergo frequent changes. Accordingly, approximately 549 assignable square feet of space has been set aside as an allowance to accommodate shortfalls in circulation requirements and unanticipated changes to the EPA mission emerging at the design development stage.

1.8 MOBILE HIGH-DENSITY SHELVING

Region 3 has extensive records storage requirements primarily in the Regional Records Center and Superfund Records Center. Mobile high-density shelving has been proposed for the Library and Human Resources (see 1.4.2) as well. These systems have a significantly smaller footprint compared to conventional shelving; however, structural enhancements are likely to be required in the spaces where these systems are installed.

Mobile high-density shelving systems vary widely in terms of size, capacity, tiers (i.e. number of shelves per unit), and their respective structural requirements. Assumptions made in this program in terms of the sizes and tiers of the Mobile high-density shelving systems are provided below. Approximate ranges of the key structural considerations are also provided. If the number of tiers in the proposed system are reduced due to structural limitations in floor loading and/or ceiling height, the allocations of the high-density shelving areas will need to be increased to ensure that the projected volume of records/books can be accommodated.

EXHIBIT B: ASSUMED DIMENSIONS/SPECIFICATIONS FOR MOBILE HIGH-DENSITY SHELVING

Attributes	Ranges
Dimensions/Tiers	
Unit Width	36" to 48"
Unit Height	84" to 96" (not including carriage)
Unit Depth	12" – 18"
Aisle Width	36" - 42" each; up to two per every 30 feet
Number of Tiers	Up to 8
Shelf Height	12" c/c
Anticipated Structural/Other Requirements	
Linear Load	1,200 lbs/ft to 1,700 lbs/ft
Track spacing	3 ft to 6 ft
Floor Loading	180 lbs/sf to 220 lbs/sf
Maximum Deflection Allowable	L/480
Minimum Ceiling height	10'-0"
Minimum Clearance from Sprinkler Head	18"

1.9 CONSIDERATIONS FOR AUDIOVISUAL, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS— POST PROCUREMENT

The building shell requirements for Information Technology (IT), Audiovisual (AV) systems and Security systems are described in the GSA lease document L 201C and elsewhere in this Design Space Standards and Requirements. This section provides guidance to the A/E developing schematic design, DIDs and CDs post-award so that they are cognizant of the need to adopt technologies that serve the IT, A/V, and security elements. While most of these are tenant items, they require coordination with the shell elements.

On approval of the concepts and during development of Design Intent Documents, the A/E will need to work with EPA on defining the tenant requirements for IT, AV and security elements. Based on the characteristics of the approved space plans and utilizing the EPA preferred technologies and equipment; a robust audiovisual, information technology and security infrastructure will be required in place.

The following are some of the considerations for the AV systems:

- Co-location AV / IT / Security equipment
- Riser conduits between LAN rooms (Shell item);
- Distribution of AV data / control networks;
- Power for AV devices;
- In-floor poke-throughs for power, data, AV input connection points;
- Physical support such as wall blocking for flat panel displays;

The Information Technology (IT) systems will include major equipment, cabling, cable tray / cable support specifications, power supply, special finish specifications for certain spaces (such as plywood backboard, anti-static flooring, etc.), and interface with the building PoE/MDF. It will include incorporation of a PA system that is user addressable through the EPA telephone system and audible throughout EPA leased space including but not limited to hallways, rest rooms and public spaces. Coordination of the IT distribution system with MEP distribution is critical at the planning stages.

The security system must address

(b)(5)

The security plan will need to be developed by engaging EPA's Office of Administration (OA) and must comply with all applicable Federal security standards.

1.10 CIRCULATION

For the purposes of this program, a circulation factor of 50% has been applied to the personnel spaces, program support, mission support and floor distributed spaces. A 10% circulation factor has been applied to the central functions which primarily comprise larger spaces. The actual circulation will depend on the floor plate configurations and efficiency of the space procured.

2. KEY SPATIAL AND ADJACENCY REQUIREMENTS

2.1 SPATIAL REQUIREMENTS

1. Space shall be designed to separate, both visually and operationally, the public and service entrances.
2. EPA requires controlled access to its space; therefore, entrances shall be designed to enable screening of all EPA visitors, deliveries, mail, and packages entering into EPA space.
3. Elevators serving EPA floors shall be equipped with controls that limit access to EPA personnel only.
4. Minimum Height of all EPA spaces from floor to ceiling shall be 8'-6" except as noted below.
5. Minimum ceiling height of 10'-0" for the following areas: Mobile High-Density Storage areas in the Regional Record Center, Superfund Record Center, and the HR Secure File Room. It is also required in the Large Conference Rooms in the Conference Center (Approximately 7,000 ABOA square feet). In addition, minimum 10'-0" ceiling is preferred in the following spaces: PIC/Library Stack Area, Shipping/Receiving and Mail/Supply (approximately 5,000 ABOA square feet).
6. The minimum preferable floor plate size is 17,000 USF.
7. EPA requires full, contiguous floors for office areas, with stair access between floors.
8. EPA prefers a building using a structural system with bay sizes conducive to efficient space planning.
9. None of the EPA occupied offices, workstations and conference rooms (with the exception of conference rooms that are part of the Conference Center) shall be located more than 50 feet from the exterior window walls; or, the minimum window-to-floor area ratio for EPA occupied space shall be 0.10.
10. Approximately 1,200 ABOA sq ft of space shall be capable of supporting loads of 150 lbs/sq ft and an additional 7,000 ABOA sq ft of space to support loads of 200 lbs/sq ft.
11. As defined by the Physical Security Criteria (PSC), a facility is inclusive of a building or suite. EPA space will be secured in the lobby and/or at the perimeter of space within the facility. Sometimes it is not feasible to treat the entire building as the facility, but instead to treat the individual suite as its own facility. In such an instance, the perimeter of the leased space would be treated as the perimeter of the facility for those central functions with location requirements in, at, or near the building lobby and the facility entrance.

2.2 ADJACENCY REQUIREMENTS

The following are the adjacency requirements that are critical to the operational and functional efficiencies of the Region 3 offices.

1. EPA prefers that the Region 3 Headquarters space be full floors, contiguous, and stacked within the facility. Offerors unable to meet this requirement may provide it in blocks as stated in the advertisement. Spaces with greater public access must be located at the entrance level or adjacent floor (included in SF above)—see items 2 and 3 below.
2. EPA prefers that select central functions, such as security and visitor processing areas, should be located on the main entrance level and integrated with building entrance. Security-related functions should be (b)(5)

3. Spaces needing public interface must be located at the entrance level or adjacent floors. Spaces including the Conference Center and Public Information Center (PIC)/Library must be easily accessible to the public and must have direct access from the EPA lobby and its elevator bank. Remaining EPA spaces will be secure with limited access to visitors.
4. Majority of the EPA Organizations (Divisions/Offices) shall be kept consolidated on contiguous floors.
5. The Regional Administrators (RA) Office shall be planned as an enclosed suite.
6. Superfund and Emergency Management Division (SEMD) Director's suite must be on the same floor as the Regional Emergency Operations Center and the Top-Secret Room.
7. The Office of the Inspector General (OIG) and the Criminal Investigations Division (CID) shall each have its own enclosed suite with slab-to slab perimeter walls and secure access. Neither of these functions has any critical adjacency requirement with any regional component and can be located on any EPA floor.
8. The Regional Break Room shall have a direct connection from the freight elevator for food deliveries and must not conflict with employee circulation.
9. Preferably, the Health Unit shall also be located on the lower levels.
10. Loading Docks must be located for easy access by service vehicles and must be separate from EPA's main entrance.
11. Certain functions require convenient access to the loading dock. These include the Mail/Supply/Copy Center, Shipping/ General Storage, Regional Records Center and the Superfund Records Center. These functions will either be located proximate to the loading dock or to the freight elevator on their respective floors that provides convenient access to the loading dock. The corridors and doors connecting these spaces from the loading dock and/or the freight elevator shall be sized to allow movement of carts and dollies.

2.3 OPERATIONAL REQUIREMENTS

Daytime Cleaning Required: CID and OIG Investigations Suites must have cleaning performed during work hours. Cleaning personnel accessing the space may be required to complete and pass a Personnel Security Inquiry (PSI) before work in the EPA space.

3. OTHER BUILDING PROVISIONS

In addition to the program spaces, EPA requires certain functions that are to be included within the base building. These spaces are noted below along with a brief description.

3.1 PARKING: GENERAL

If the offered building has integrated parking facilities for use by EPA employees and visitors and/or other non-federal entities and their visitors, the Lessor shall permit EPA to screen visitor vehicles before entry into the controlled garage parking area. At a minimum, vehicle screening will include a visual inspection of the vehicle exterior, undercarriage, passenger compartment, and trunk. EPA shall have the right to deny vehicles from entering the facility's parking area. The overall security infrastructure for the integrated parking area shall be subject to review and approval by EPA's Security Management Division (SMD).

3.2 GOVERNMENT VEHICLE PARKING

This space shall be incorporated within the base building or in its close proximity and shall preferably be a covered space. Access shall be controlled in such a way that only government vehicles are allowed to enter this area. The space shall be configured to provide adequate protection of the government vehicles and its layout shall be subject to review and approval by EPA's SMD. Parking shall be provided for up to 23 government vehicles, with at least two (2) adjacent to part of the building and preferably accessible to the loading dock. The other 21 should be in close proximity to the building, i.e. within a 2-block radius. Minimum dimensions for a parking stall shall be 8'-6" x 18'-0" and minimum vertical clearance shall be 6'-6". Provide electric vehicle charging infrastructure within this area. The Government Vehicle Parking area shall be (b)(5)

3.3 BICYCLE ACCESS

A bicycle storage room is provided in the Design Space Standards and Requirements. Convenient access from the street to this bike room shall be provided with adequate safety separation from vehicular circulation.

3.4 BACKUP GENERATOR

The facility shall have an emergency power system for life safety as required by code and identified in the GSA Standard RLP/Lease. It must be designed in accordance with NFPA 110 - Emergency and Standby Power Systems. The generator shall be located such that there is minimal risk of flooding.

In addition to the emergency power for building systems, the lessor shall provide a backup generator with an estimated generating capacity of 250 KW, a 250-gallon fuel supply with a 50-gallon day tank for EPA's mission-critical spaces and equipment. A minimum (b)(5) generating capacity is required for select EPA spaces that include (b)(5)

(b)(5) shall also be connected to the back-up generator.

Preferably, this backup generator shall be independent of the building's life safety generator. However, if excess capacity is available in the life safety generator, and if the local codes so permit, this capacity could be offered from the life safety generator.

The life safety generator and the backup generator shall be secured against unauthorized access. The generators and their fuel tanks must be located at least 25 feet away from loading docks, entrances and parking. Alternative measures including but not limited to standoffs, hardening, etc. may be implemented to safeguard the generators subject to review and approval by EPA. The space shall be appropriately ventilated.

3.5 LOADING DOCK

A loading dock shall be provided as part of the base building provisions. EPA will require access to a truck well capable of accommodating up to a 50-foot truck (or the largest allowed by local codes, whichever is greater) along with dock levelers. Incidental storage shall be provided for EPA's use for equipment such as pallet jacks, dollies, etc. It is useful and preferred for the building to have a separate dock for smaller vehicles such as those utilized by UPS and FedEx. If the loading dock has open sides (other than the working side of the platform) that are 4 feet or higher from the adjacent levels, they must include fall protection.

3.6 ROOF-MOUNTED EQUIPMENT

EPA may require roof-mounted communication devices (i.e., radio antennas and satellite dishes). These installations would require a roof location free from electronic interference from power lines and high-power communication waves. The facility roof must also provide secure access to EPA employees and an unobstructed exposure to the south southeast.

	Unit Area	Total Area (sq ft)	Flooring	Non-VCT Resilient Flooring	Related Flooring - Low profile (1/2 inch)	Related Flooring - Standard (Minimum 12 inches)	Other	Minimum Ceiling Height: 8'-6" above raised floor	Minimum Ceiling Height: 10'-0" above raised floor	Above 51d Live Load (50 psf)	Above 51d Live Load (100 psf)	Security	HVAC	Elect.	Remarks
ARMED Mission Support		800													
Human Resources Secure High Density Files	300														
Floor Support		2,250													
Floor Panels (total of 9)	250														
CENTRAL FUNCTIONS:															
Reception, Security Operations & Briefing		430													
Reception Area (Base Building Lobby)	0														
Security Monitoring Office	300														
Bagging Office	150														
Public Information Center and Library		1,000													
Reception/Staff Area	100														
Lounge/Reading Area	100														
Exhibition/Display	200														
Stacks	139														
Microfilm Room	80														
Circulation	200														
Conference Center		6,820													
Reception	400														
Large Conf. Rms (3/ approx. 1,000 sf each)	3,000														
Conference/Computer Training Room	600														
Med. Conf. Rms (2/ approx. 500 sf each)	1,000														
Lounge/Break Room	500														
Conference Center Storage	500														
AV Room	200														
Internal Circulation	620														
Training Room		900													
Regional Break Room		1,800													
Regional Computer Center		900													
Server/Telecom Room	500														
Burn-in	200														
Help Desk Area	200														
Regional Emergency Response Center		2,330													
Main Conf. Room	800														
Senior Briefing Room	280														
Office	120														
Staff Workstations (2/ approx. 60 sf each)	120														
Benching Area	480														
Copy/Fax Room	100														
Storage	140														
AV/Server Room	80														
Internal Circulation	210														
Regional Records Center		3,500													
Mobile High-Density Storage	1,875														
Work/Support Areas	725														
Axles/Internal Circulation	900														
Superfund Records Center		2,500													
Mobile High-Density Storage	1,700														
Work/Support Areas	600														
Document Review Room	100														
Sec. stored File Storage	300														
Internal Circulation	600														
Shipping/Receiving/General Storage		2,000													
Mail/Supply/Copy Center		2,800													
Screening/Staging Area	330														
Mail/Supply Room	585														
Window and Transaction Counter	45														
Copying and Finishing Area	200														
General Storage Area	400														
Tech Storage Area	190														
Internal Circulation	250														
Health Unit		700													
Nurses Station and Reception	80														
Waiting Area	60														
Accessible Toilet	60														
Treatment/Exam room/bed rest (2)	160														
Clean Utility Room	60														
Soiled Utility Room	60														
Storage/Equipment Room	70														
Internal Circulation, Storage, Equipment	150														
Lactation Room		120													
Employee Store		400													
Bike Room and Showers		1,200													
Credit Union		220													
Unlabeled Room		200													
GO TOTAL CENTRAL FUNCTIONS		27,840													

Notes: 1. Ceiling heights, measured from the finished floor to finished ceiling, shall not be less than those indicated, but may be greater, depending on building design.
2. ■ indicates a required attribute
3. ○ indicates a preferred attribute
4. + means see remarks.

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL (b)(5)

These paragraphs contain additional security requirements that may be installed in the leased Space, and unless indicated otherwise, are to be priced as part of the Building Specific Amortized Capital (BSAC). Because each building is unique, the final list of security countermeasures will be determined during the design phase and identified in the design intent drawings and construction documents. After completing the construction documents, the Lessor shall submit a list of the itemized costs. Such costs shall be subject to negotiation.

Where they are in conflict with any other requirements of this lease, the strictest shall apply.

1. DEFINITIONS:

CRITICAL AREAS AND SYSTEMS- The areas that house systems that if damaged and/or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled Space (e.g., generators, air handlers, electrical feeds, utilities, telecom closets or potable water supply that may be located outside Government-controlled Space).

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

2. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

The leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement). Therefore, the requirements of the FACILITY ENTRANCES AND LOBBY Section below shall apply to the entrance of the Leased Space.

FACILITY ENTRANCES AND LOBBY

(b)(5)

Initials:

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Lessor

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Government

Security Requirements (Level (b)(5)) (REV 6/22/18) Page 1

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(b)(5)

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

(b)(5)

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[Signature]
Government

(b)(5)

INTERIOR OF SPACE

(b)(5)

3. SITE AND EXTERIOR OF THE BUILDING

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas, and site specific signage.

LANDSCAPING AND ENTRANCES

(b)(5)

PARKING (IF APPLICABLE)

(b)(5)

(b)(5)

4. SECURITY SYSTEMS

(b)(5)

(b)(5)

5. ADDITIONAL SECURITY SYSTEMS DESIGN REQUIREMENTS

(b)(5)

Security Requirements (Level [REDACTED]) (REV 6/22/18) Page 6

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(b)(5)

6. STRUCTURE

(b)(5)

(b)(5)

7. BUILDING SYSTEMS

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8. OPERATIONS AND ADMINISTRATION

(b)(5)

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

INITIALS: *tt* & *QK*
LESSOR & GOVERNMENT

EXHIBIT E TO LEASE #GS-03P-LPA00472

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM
			REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH
			DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST
			WHEN SUBCONTRACTING WITH CONTRACTORS
			DEBARRED, SUSPENDED, OR PROPOSED FOR
			DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR
			PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING
			PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND
			FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: at & [Signature]
LESSOR GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS:


LESSOR

&


GOVERNMENT

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own

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expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

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(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date.

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This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

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(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

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26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE"	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)

This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

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(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

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34. 52.233-1 DISPUTES (MAY 2014)*This clause is incorporated by reference.***35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)***This clause is incorporated by reference.***36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)***This clause is incorporated by reference.***37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)***(Applicable to leases exceeding the micro-purchase threshold.)**This clause is incorporated by reference.***38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)***(Applicable to leases \$150,000 or more, total contract value.)***(a) Definitions. As used in this clause—**

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)*(Applicable to leases over \$15,000 total contract value.)*

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)*(Applicable to leases \$150,000 or more, total contract value.)**This clause is incorporated by reference.*

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41. **52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**
(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.
42. **52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.
43. **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.
44. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
45. **52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
46. **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**
(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.
47. **52.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**
(Applicable if over \$700,000 total contract value.)
This clause is incorporated by reference.

INITIALS:


LESSOR

&


GOVERNMENT

Issued 10/2018

Foreign Ownership and Financing Representation (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number 8PA2215	Dated
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Complete appropriate boxes, sign the form, and return to LCO.
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

FOREIGN OWNERSHIP AND FINANCING (APR 2018)

(a) Offeror represents that the ownership of the offered Building

☐ has a foreign person, foreign-owned entity, or foreign government involved in the ownership structure.

If checked, enter country: _____

☒ does not have a foreign person, foreign-owned entity, or foreign government involved in the ownership structure.
* No direct involvement; however, (b)(4) has a passive interest in one of the passive investors in the ownership structure.

(b) Offeror represents that the financing of the offered Premises, including, but not limited to, construction and permanent loans:

☐ has a foreign person, foreign-owned entity, or foreign government involved in the financing structure

If checked, enter country: _____

☒ does not have a foreign person, foreign-owned entity, or foreign government involved in the financing structure.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Four Penn Center Owner LLC c/o Treeview Real Estate Advisors 28 Liberty Street, Suite 3040 New York, NY 10005 (b)(6) Signature	TELEPHONE NUMBER (b)(6) Dec. 13, 2018 Date
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INITIALS: tu & [Signature]
LESSOR GOVERNMENT